

Acquisition

Boulevard Léopold III
B-1110 Brussels, Belgium

NCIA/ACQ/2022/07309
19 December 2022

To: Prospective Bidder

From: The Chief of Acquisition, NCI Agency

Subject: **REQUEST FOR QUOTATION RFQ-CO-115814-NNCCRS**

Reference(s) : A. AC/4-DS(2022)0009
B. BOA Procedures: AC/4-D(2019)0004 (INV)

Dear Sir/Madam,

1. Your firm is hereby invited to participate in a Request for Quotation under BOA procedure for the provision of equipment for NATO Nuclear Command and Control Reporting System (NNCCRS).
2. The award will be based on the proposal evaluated as the lowest price, technically compliant in accordance with the selection criteria set forth in the Bidding Instructions.
3. **THE CLOSING TIME FOR SUBMISSION OF BIDS IN RESPONSE TO THIS REQUEST FOR QUOTATION IS 12:00 HOURS (CENTRAL EUROPEAN TIME) ON 13 JANUARY 2023.**
4. This Request for Quotation consists of the Bidding Instructions (Book I) and the Prospective Contract (Book II). The Prospective Contract contains the Schedule of Supplies and Services (Part I), Contract Special Provisions (Part II), the Terms and Conditions in the NCI Agency's Basic Ordering Agreement (Part III), and the Statement of Work (Part IV). The Statement of Work and the Annexes thereto set forth detailed specifications governing the requirements of the contract.
5. The overall security classification of this Request for Quotation is "NATO UNCLASSIFIED". This Request for Quotation remains the property of the NCI Agency and shall be protected in accordance with the applicable national security regulations.
6. The Bidders have the right to request RFQ clarifications as outlined in section 2.7 of the Bidding Instructions (Book I).

7. You are requested to complete and return the enclosed acknowledgement of receipt within 5 days of receipt of this RFQ, informing NCI Agency of your intention to bid/not to bid. Your firm is not bound by its initial decision, and if you decide to reverse your stated intention at a later date, you are requested to advise us by a separate letter.
8. Prospective Bidders are advised that the NCI Agency reserves the right to cancel this RFQ at any time in its entirety and bears no liability for bid preparation costs incurred by firms or any other collateral costs if bid cancellation occurs.
9. The Purchaser point of contact for all information concerning this Request for Quotation is:

NCI AGENCY

Attn.: Ms. Sumiko Duncan, Senior Contracting Officer (Consultant)
E-mail : Sumiko.Duncan@ncia.nato.int

FOR THE CHIEF OF ACQUISITION:

//signed//
smc

Jean-Luc Guellec
Principal Contracting Officer

Enclosures:

Attachment A: Acknowledgement of Receipt of Request for Quotation
Attachment B: BOA Prospective Bidder's List

Attachment A**Acknowledgement of Receipt of Request for Quotation****RFQ-CO-115814-NNCCRS**

Please complete and return within 5 days by e-mail to: Sumiko.Duncan@ncia.nato.int.

We hereby advise that we have received Request for Quotation RFQ-CO-115814-NNCCRS on, together with all enclosures listed in the Table of Contents.

CHECK ONE

- { } As of this date and without commitment on our part, we do intend to submit a bid.
- { } We do not intend to submit a bid.
- { } We are reviewing the requirements of the RFQ and will notify you of our decision as soon as possible.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

**ATTACHMENT B
PROSPECTIVE BIDDERS LIST**

ALBANIA

TCN shpk

BELGIUM

Akacio - Louis & Associates s.a.r.l
ATOS
BLACK BOX NETWORK SERVICES
Brevco Services
Computacenter NV
Computer Sciences Corporation
ComputerLand S.L.M. S.A.
Cybertrust Belgium NV
Cypros C
Dell NV
DUSTIN BELGIË (CENTRALPOINT) NV
Nijkerk Computer Solutions BeNeLux
Prodata Systems
Proximus NV
SAIT
Thales S.A.
UNIFY COMMUNICATIONS
Verizon Terremark NV

BULGARIA

Lirex BG Ltd

CROATIA

CROZ d.o.o. za informatičku djelatnost
INsig2 d.o.o.
KING ICT d.o.o
Span PLC

CZECHIA

Skill s.r.o.

DENMARK

Bruhn Newtech A/S
Danoffice ApS

FRANCE

Airbus Defence and Space SAS
CS Systèmes d'Informations
Société Réseau Informatique et Gestion

GERMANY

Airbus Defence and Space GmbH(ex EADS GmbH)
ARKTIS IT solutions GmbH
Bechtle GmbH & Co.KG
Bechtle GmbH System House Aachen
CANCOM Public GmbH
CGI (Germany) GmbH & Co.KG
CSC Deutschland Solutions GmbH
FREQUENTIS Deutschland GmbH
GBS TEMPEST & Service GmbH
GTSI Corp.
MagSoft® Computer und Software
Roda Computer GmbH
Rohde & Schwarz GmbH & Co. KG
secunet International GmbH & Co. KG
Telespazio Germany GmbH
XORTEC GmbH

GREECE

Cosmos Business Systems S.A.
European Dynamics SA

HUNGARY

Honvédelmi Minisztérium
Elektronikai,Logisztikai és Vagyonkezelő zrt.
Hubel Hungarian & Belgian Ltd.
Navigator Zrt.
S&T Consulting Hungary Ltd.

ITALY

3F & EDIN Spa
DigitalPlatforms S.p.A.
ELE.SI.A. S.p.A
ePM-Engineering to Project Management sr
Italtel
ITEL SRL
NA.EL. SRL
Telecom Italia S.p.A
TELSY S.p.A.

LATVIA

Baltic Information & Security Systems
Datakom LTD
DATI Group, LLC
SIA Fima

LITHUANIA

Blue Bridge
Novian Technologies UAB

LUXEMBOURG

NTT LUXEMBOURG PSF SA

NETHERLANDS

Eurotempest BV
OSPL Nederland BV
ROHDE & SCHWARZ BENELUX BV
Solitee B.V.
Truedata B.V.

NORWAY

3D perception AS
Atea Norge AS

POLAND

Atende S.A.(prior ATM S.A.)
EXENCE S.A.
Military Communication Institute
Newind sp. z o.o.
PROKOM Software S.A.
S&T Services Polska Sp. z o.o.
Siltec Sp. z.o.o.
Unizeto Technologies SA
WASKO S.A.
XCOMP

PORTUGAL

EID S.A.

ROMANIA

AGRO-IND MANAGEMENT SRL
ATOS Convergence Creators SRL
BITLOSOPHY S.R.L.
certSIGN S.A.
UTI Grup S.A.

SLOVAKIA

Aliter Technologies a.s

SLOVENIA

Unistar LC d.o.o.

SPAIN

Indra Sistemas S.A.

INETUM

KRC ESPAÑOLA, S.A.

TURKIYE

HAVELSAN Hava Elektronik San. Ve Tic A.S.

UNITED KINGDOM

Amulet Hotkey Ltd

Audax

C4i Systems Ltd

CDW Limited

Fujitsu

General Datatech

Info-Assure LTD.

Leonardo UK Ltd

Northrop Grumman Mission Systems

EuropeLtd.

Secure Systems & Technologies Ltd. (SST)

Softcat plc

Spektrum Management Group Ltd

Steatite Limited

Storm Technologies Ltd

Total IA Ltd

TRICIS LIMITED

Centerprise International Ltd

UNITED STATES

Advanced Computer Concepts

Advanced Programs Inc. (API)

Affigent, LLC

ALTIMA GROUP INTERNATIONAL, INC.
(AGI)

AS GLOBAL

Ayon Cyber Security

BAE Systems Information Solutions Inc.

CTG Federal

DRS Technical Services, Inc.

EMW, Inc.

Honeywell Technology Solutions Inc.

Intelligent Waves LLC

K3 Enterprises, Inc.

L-3 National Security Solutions, Inc.

Mutual Telecom Services Inc.

Onshore Technology Consultants



NATO UNCLASSIFIED

NCIA/ACQ/2022/07309

Parsons Government Services Inc.
Raytheon CompanyNetwork Centric Systems
Spacenet Integrated Government Solutions
Strategic Operational Solutions, Inc
Ultisat dba Speedcast Government
UXB Defense, Inc
Vykin Corporation
World Wide Technology Inc.

Total: 139

**Distribution List for RFQ-CO-115814-NNCCRS
(in addition to Attachment B)**

NATO Delegation

- Albania
- Belgium
- Bulgaria
- Canada
- Croatia
- Czech Republic
- Denmark
- Estonia
- France
- Germany
- Greece
- Hungary
- Iceland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Montenegro
- The Netherlands
- North Macedonia
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Turkiye
- United Kingdom
- United States

All NATEXs



RFQ-CO-115814-NNCCRS

**COTS IT HARDWARE
TO SUSTAIN, IMPROVE AND EXTEND THE NATO
NUCLEAR, COMMAND, CONTROL AND REPORTING
SYSTEM (NNCCRS).**

BOOK I

RFQ INSTRUCTIONS

Table of Contents

RFQ-CO-115814-NNCCRS.....	1
SECTION I - INTRODUCTION.....	4
1.1 SCOPE OF WORK.....	4
1.2 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS	4
1.3 LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) EVALUATION METHOD.....	4
1.4 SECURITY.....	4
SECTION II – GENERAL RFQ INSTRUCTIONS	6
2.1 DEFINITIONS.....	6
2.2 ELIGIBILITY	6
2.3 QUOTATION SUBMITTAL AND RFQ CLOSING DATE	7
2.4 RECEIPT OF AN UNREADABLE ELECTRONIC QUOTATION.....	7
2.5 REQUESTS FOR EXTENSION OF RFQ CLOSING DATE.....	7
2.6 PURCHASER POINT OF CONTACT.....	7
2.7 REQUESTS FOR RFQ CLARIFICATIONS.....	8
2.8 REQUESTS FOR WAIVERS AND DEVIATIONS	8
2.9 AMENDMENT OF THE RFQ.....	8
2.10 MODIFICATION AND WITHDRAWAL OF QUOTATION.....	9
2.11 QUOTATION VALIDITY	9
2.12 CANCELLATION OF REQUEST FOR QUOTATIONS.....	10
2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA	10
2.14 NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION.....	10
SECTION III - QUOTATION PREPARATION INSTRUCTIONS	11
3.1 GENERAL.....	11
3.2 QUOTATION CONTENT	11
3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (VOLUME I)	12
3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II).....	14
3.5 PREPARATION OF THE TECHNICAL PACKAGE (VOLUME III).....	16
SECTION IV - QUOTATION EVALUATION	17
4.1 GENERAL.....	17
4.2 ADMINISTRATIVE CRITERIA.....	18
4.3 PRICE CRITERIA.....	18
4.4 TECHNICAL CRITERIA.....	21
4.5 BASIS FOR AWARD.....	21
ANNEX A – CLARIFICATION REQUEST FORMS	22
ANNEX B-1 - CERTIFICATE OF LEGAL NAME OF BIDDER.....	24
ANNEX B-2 - CERTIFICATE OF INDEPENDENT DETERMINATION	25
ANNEX B-3 - CERTIFICATE OF QUOTATION VALIDITY	26
ANNEX B-4 - CERTIFICATE OF UNDERSTANDING.....	27
ANNEX B-5 - CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES	28
ANNEX B-6 - ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS	29
ANNEX B-7 DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF SUPPLEMENTAL AGREEMENTS	30
ANNEX B-8 - CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS	31
ANNEX B-9 - COMPREHENSION AND ACCEPTANCE OF CONTRACT GENERAL AND SPECIAL PROVISIONS	32

ANNEX B-10 - LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS.....	33
ANNEX B-11 - CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE	34
ANNEX B-12 DISCLOSURE OF INVOLVEMENT OF FORMER NCI AGENCY EMPLOYMENT.....	35
ANNEX B-13 – VENDOR SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT	39
ANNEX C – BIDDING SHEETS	40
ANNEX D – INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS.....	41

SECTION I - INTRODUCTION

1.1 SCOPE OF WORK

- 1.1.2.** The purpose of this contract to supply new COTS IT hardware to sustain, improve and extend the NATO Nuclear, Command, Control and Reporting System (NNCCRS).
- 1.1.3.** In order to fulfil that purpose the Contractor shall deliver in accordance with the contract requirements and against the prices specified in the Contract Schedule of Supplies and Services (SSS), in the manner and at the time and location specified under the Statement of Work (SOW) and SSS.
- 1.1.4.** The specifications of the hardware equipment to be delivered under this contract are laid out under the SSS. The detailed requirements of associated warranty and support are provided under the SOW.
- 1.1.5.** The Contractor shall supply equipment to NATO location at The Communication and Information Systems Sustainment Support Centre (CSSC), Brunssum, the Netherlands, upon issuance of Contract in accordance with the terms and conditions described.

1.2 GOVERNING RULES, ELIGIBILITY, AND EXCLUSION PROVISIONS

- 1.2.1** This solicitation is issued in accordance with the Procedure Governing the Use of Basic Ordering Agreements set forth in the NATO document AC/4-D(2019)0004 (INV).
- 1.2.2** Pursuant to these procedures, the RFQ is restricted to companies from participating NATO member nations for which either a Declaration of Eligibility (DOE) has been issued by their respective government authorities or is an active holder of an active NCI Agency Basic Ordering Agreement (BOA).

1.3 LOWEST PRICE TECHNICALLY COMPLIANT (LPTC) EVALUATION METHOD

- 1.3.1** The evaluation method to be used in the selection of the successful Bidder under this solicitation is the Lowest Price Technical Compliant procedures set forth in AC/4-D(2019)0004 (INV).
- 1.3.2** The quotation evaluation criteria and the detailed evaluation procedures are described in Section 4.
- 1.3.3** This RFQ will not be subject to a public RFQ opening.

1.4 SECURITY

- 1.4.1** The selected Contractor will be required to handle and store classified material to the level of "NATO SECRET".

- 1.4.2** Should the Contractor be unable to perform the Contract due to a lack of the proper facility/security clearances, this shall neither form the basis for a claim of adjustment or an extension of schedule nor can it be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination For Default by the Purchaser.
- 1.4.3** The selected Contractor's personnel working at NATO sites as well as the Contractor's personnel at the Contractor's facility directly working on this project, shall possess a security clearance of "NATO SECRET".
- 1.4.4** The Contractor personnel without such a clearance, confirmed by the appropriate national security authority and transmitted to the cognisant NATO security officer at least fourteen (14) days prior to the site visit, will be denied access to NATO site(s). Denial of such access by the Purchaser may not be used by the Contractor as the basis for a claim of adjustment or an extension of schedule nor can the denial of access be considered a mitigating circumstance in the case of an assessment of Liquidated Damages or a determination of Termination for Default by the Purchaser.
- 1.4.5** Bidders are advised that Contract signature will not be delayed in order to allow the processing of security clearances for personnel or facilities and, should the otherwise successful Bidder not be in a position to accept the offered Contract within a reasonable period of time, due to the fact that its personnel or facilities do not possess the appropriate security clearance(s), the Purchaser may determine the Bidder's quotation to be non-compliant and offer the Contract to the next ranking Bidder.
- 1.4.6** All documentation, including the RFQ itself, all applicable documents and any reference documents provided by the Purchaser are solely to be used for the purpose of preparing a response to this RFQ. They are to be safeguarded at the appropriate level according to their classification. Any Reference Documents are provided "as is, without any warranty" as to quality or accuracy.

SECTION II – GENERAL RFQ INSTRUCTIONS

2.1 DEFINITIONS

- 2.1.1** In accordance with MIL-HDBK-505, the term “Assembly” as used herein means an item forming a portion of equipment that can be provisioned and replaced as an entity and which normally incorporates replaceable parts or groups of parts.
- 2.1.2** The term “Basic Ordering Agreement” (BOA) refers to the acquisition instruments negotiated between suppliers of products / services and the NCI Agency, on behalf of NATO.
- 2.1.3** The term "Compliance" as used herein means strict conformity to the requirements and standards specified in this Request for Quotation.
- 2.1.4** The term "Contractor" refers to a firm of a participating country which has signed a Contract under which he will perform a service, manufacture a product, or carry out works for NATO.
- 2.1.5** The term "Bidder" as used herein refers to a firm, consortium, or joint venture which submits an offer in response to this solicitation.
- 2.1.6** The term “Participating Country” as used herein means one of the contributory NATO nations in the project, namely, (in alphabetical order): ALBANIA, BELGIUM, BULGARIA, CANADA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MONTENEGRO, NETHERLANDS, NORTH MACEDONIA, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, TURKEY, UNITED KINGDOM, UNITED STATES OF AMERICA.
- 2.1.7** The term "Purchaser" refers to the authority issuing the RFQ and/or awarding the Contract (the NCI Agency).
- 2.1.8** In accordance with MIL-HDBK-505, the term “Sub-Assembly” as used herein refers to a portion of an assembly consisting of two or more parts that can be provisioned and replaced as an entity. The definition purposely excludes components and/or parts.

2.2 ELIGIBILITY

- 2.2.1** This RFQ is being conducted under Basic Ordering Agreement (BOA) procedures, therefore, a solicitation will be issued to firms listed on the Bidder/Bidder List.
- 2.2.2** All Contractors, sub-Contractors and manufacturers, at any tier, must be from Participating Countries.
- 2.2.3** None of the work shall be performed other than by firms from and within Participating Countries.
- 2.2.4** No materials or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a Participating Country.
- 2.2.5** The intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fee, or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

2.3 QUOTATION SUBMITTAL AND RFQ CLOSING DATE

- 2.3.1** All Quotations shall be in the possession of the Purchaser at the address given below in Section 2.3.2 before **12:00 hours (CENTRAL EUROPEAN TIME) on 13 January 2023** at which time and date Quotations shall be closed.
- 2.3.2** Quotations shall be delivered in electronic format only to the following email address:
RFQ-CO-115814-NNCCRS@ncia.nato.int

2.4 RECEIPT OF AN UNREADABLE ELECTRONIC QUOTATION

- 2.4.1.1** If a Quotation received at the NCIA's facility by e-mail is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained, or due to Bidder's submission, in contravention of these bidding instructions, of electronic files that are encrypted or which contain passwords, the CO shall immediately notify the Bidder that the Quotation will be rejected unless the Bidder provides clear and convincing evidence:
- i. of the content of the Quotation as originally submitted, and;
 - ii. that the unreadable condition of the Quotation was caused by Purchaser software or hardware error, malfunction, or other Purchaser mishandling.
- 2.4.1.2** A Quotation that fails to conform to the above requirements may be declared noncompliant and may not be evaluated further by the Purchaser.
- 2.4.1.3** If it is discovered, during either the Administrative, Price or Technical evaluation, that the Bidder has submitted an unreadable electronic Quotation, the Bidder may be determined to have submitted a non-compliant Quotation.

2.5 REQUESTS FOR EXTENSION OF RFQ CLOSING DATE

- 2.5.1** All questions and requests for extension of the RFQ Closing Date must be submitted by e-mail. Such questions shall be forwarded to the point of contact specified in paragraph 2.5 below and shall arrive not later than seven (7) calendar days prior to the stated "RFQ Closing Date". The Purchaser is under no obligation to answer requests submitted after this time. Extensions to the RFQ Closing date are at the discretion of the Purchaser.

2.6 PURCHASER POINT OF CONTACT

- 2.6.1** The Purchaser point of contact for all information concerning this RFQ is:
Attention: Ms. Sumiko Duncan, Senior Contracting Officer (consultant)
- 2.6.2** Emails:
- 2.6.2.1** Questions/Clarifications/Quotation:
RFQ-CO-115814-NNCCRS@ncia.nato.int

2.7 REQUESTS FOR RFQ CLARIFICATIONS

- 2.7.1** Bidders, during the solicitation period, are encouraged to query and seek clarification of any matters of a contractual, administrative and technical nature pertaining to this RFQ.
- 2.7.2** All questions and requests for clarification must be submitted by e-mail and using the form in Annex A of Book I – RFQ Instructions. All questions and requests must reference the section(s) in the RFQ subject for clarifications. The questions and/or requests shall be forwarded to the email address specified in paragraph 2.6.2.1 above and shall arrive not later than seven (7) calendar days prior to the stated “RFQ Closing Date”. The Purchaser is under no obligation to answer questions submitted after this time. Requests for clarification must address the totality of the concerns of the Bidder for any given area, as the Bidder will generally not be permitted to revisit areas of the RFQ for additional clarification as noted in 2.6.3 below.
- 2.7.3** Bidders are advised that subsequent questions and/or requests for clarification included in a quotation shall neither be answered nor considered for evaluation and may be grounds for a determination of non-compliance.
- 2.7.4** Except as provided above, all questions will be answered by the Purchaser and the questions and answers (deprived of any means of identification of the questioner) will be issued in writing to all prospective Bidders. Answers will be provided on a weekly basis.
- 2.7.5** The published answers issued by the Purchaser shall be regarded as the authoritative interpretation of the RFQ, and may lead to a formal amendment to the RFQ. Such amendment may also contain changes to the language, terms, conditions and/or specifications of the RFQ. Amendments to the language of the RFQ included in the answers, and/or the formal RFQ amendment, shall be incorporated by the Bidder in its offer.

2.8 REQUESTS FOR WAIVERS AND DEVIATIONS

- 2.8.1** Bidders are informed that requests for alteration to, waivers of, or deviations from the Schedule, the Special Contract Provisions, the Terms and Conditions in the NCI Agency’s Basic Ordering Agreement, the Technical Specifications, the Statement of Work and any other Terms and Conditions of the Prospective Contract will not be considered after the Request for Clarification process.
- 2.8.2** Requests for alterations to the other requirements, terms or conditions of the RFQ or the Prospective Contract may only be considered as part of the clarification process set forth in Section 2.6 above. Requests for alterations to the specifications, terms and conditions of the Contract which are included in a Quotation as submitted may be regarded by the Purchaser as a qualification or condition of the Quotation and may be grounds for a determination of non-compliance.

2.9 AMENDMENT OF THE RFQ

- 2.9.1** The Purchaser may revise, amend or correct the terms, conditions and/or specifications and provisions of the RFQ documents at any time prior to the date set for the RFQ Closing Date. Any and all modifications will be transmitted to all prospective Bidders by an official amendment designated as such and signed by the Contracting Authority. Such amendment shall be recorded in the Acknowledgement of Receipt which the Bidder shall complete and enclose as part of his quotation. This

process may be part of the clarification procedures set forth in Section 2.6 above or may be an independent action on the part of the Purchaser.

- 2.9.2** The Purchaser will consider the potential impact of amendments on the ability of prospective Bidders to prepare a proper quotation within the allotted time. The Purchaser may extend the "RFQ Closing Date" at his discretion and such extension will be set forth in the amendment document.
- 2.9.3** In no case, however, will the closing date for receipt of quotation be less than seven (7) days from the date of issuance of any amendment to the RFQ.

2.10 MODIFICATION AND WITHDRAWAL OF QUOTATION

- 2.10.1** Quotations, once submitted, may be modified by Bidders, but only to the extent that the modifications are in writing, conform to the requirements of the RFQ, and are received by the Purchaser prior to the exact time and date established for RFQ Closing. Such modifications shall be considered as an integral part of the submitted quotation.
- 2.10.2** Modifications to quotations which arrive after the RFQ Closing Date will be considered as "Late Modifications" and will be processed in accordance with the procedure set forth above concerning "Late Quotation", except that unlike a "Late Quotation", the Purchaser will retain the modification until a selection is made. A modification to a quotation which is determined to be late will not be considered in the evaluation and selection process. If the Bidder submitting the modification is determined to be the successful Bidder on the basis of the unmodified quotation, the modification may then be opened. If the modification makes the terms of the quotation more favourable to the Purchaser, the modified quotation may be used as the basis of Contract award. The Purchaser, however, reserves the right to award a Contract to the apparent successful Bidder on the basis of the quotation submitted and disregard the late modification.
- 2.10.3** An Bidder may withdraw his Quotation at any time prior to Quotation Opening without penalty. In order to do so, an authorised agent or employee of the Bidder must provide an original statement of the firm's decision to withdraw the Quotation and remove the Quotation from the Purchaser's premises.

2.11 QUOTATION VALIDITY

- 2.11.1** Bidders shall be bound by the term of their quotation in which the Bidder has provided a quotation for a period of 6 months starting from the RFQ Closing Date specified in Section 2.3.1.
- 2.11.2** In order to comply with this requirement, the Bidder shall complete the Certificate of Quotation Validity set forth in Annex B-3. Quotations offering less than the period of time referred to above for acceptance by the Purchaser may be determined to be non-compliant.
- 2.11.3** The Purchaser will endeavour to complete the evaluation and make an award within the period referred to above. However, should that period of time prove insufficient to render an award, the Purchaser reserves the right to request an extension of the period of validity of all quotations which remain under consideration for award.
- 2.11.4** Upon notification by the Purchaser of such a request for a time extension, the Bidders shall have the right to:

(a) accept this extension of time in which case Bidders shall be bound by the terms of their quotation for the extended period of time and the Certificate of Quotation Validity extended accordingly; or

(b) refuse this extension of time and withdraw the quotation without penalty.

2.11.5 Bidders shall not have the right to modify their quotations due to a Purchaser request for extension of the quotation validity unless expressly stated in such request.

2.12 CANCELLATION OF REQUEST FOR QUOTATIONS

2.12.1 The Purchaser may cancel, suspend or withdraw for re-issue at a later date this RFQ at any time prior to Contract award. No legal liability on the part of the Purchaser for payment of any sort shall arise and in no event will any Bidder have cause for action against the Purchaser for the recovery of costs incurred in connection with preparation and submission of a quotation in response to this RFQ.

2.13 ELECTRONIC TRANSMISSION OF INFORMATION AND DATA

2.13.1 The Purchaser will endeavour to communicate answers to requests for clarification and amendments to this RFQ to the prospective Bidders by the fastest means possible, including the use of e-mail where the firms have forwarded the necessary address information. All Bidders are consequently strongly encouraged to provide accurate email addressing information and notify the Purchaser at the earliest practicable date should any changes occur.

2.13.2 Bidders are cautioned that the Purchaser will rely exclusively on electronic mail to manage all correspondence, amendments, etc., related to this RFQ.

2.14 NOTICE TO BIDDERS OF CONTRACT DISTRIBUTION AND DISCLOSURE OF INFORMATION

2.14.1 The resulting Contract is subject to release to the applicable NATO Resource Committee through the NATO Office of Resources (NOR).

2.14.2 The resulting Contract may be subject to release to (i) NATO Resource Committees for audit purposes (including audits carried out using third party companies- See Book II, Special Provisions Article entitled, "Notice of Authorized Disclosure of Information for Mandated NATO Third Party Audits by Resource Committees"; and (ii) to the customer holding a Service Level Agreement with the Agency related to this requirement, upon request from that customer.

SECTION III - QUOTATION PREPARATION INSTRUCTIONS

3.1 GENERAL

- 3.1.1** Quotations shall be prepared in accordance with the instructions set forth herein. Failure to comply with these instructions may result in the Offer being declared non-compliant.
- 3.1.2** The requirements under this RFQ are compiled in Basic Requirements and two options. The options will become exercisable upon fund availability. Award of the requirements will be based on the total requirements and they may not be subdivided for partial quotation purposes. The Purchaser shall place one contract to cover the entire scope of the project.
- 3.1.3** Quotations and all related documentation shall be submitted in the English language.
- 3.1.4** Bidders shall prepare a complete quotation which comprehensively addresses all requirements stated in the contract. The quotation shall demonstrate the Bidder's understanding of the RFQ and his ability to provide all the deliverables and services listed in the Schedule of Supplies and Services (SSS). Quotations which are not complete will be declared non-compliant.
- 3.1.5** The Bidder shall not restate the RFQ requirements in confirmatory terms only. The Bidder must clearly describe what is being offered and how the Bidder will meet all RFQ requirements. Statements in confirmatory terms will only be sufficient for determining the quotation to be non-compliant.
- 3.1.6** Bidders shall classify their response in accordance with the classification of the RFQ.
- 3.1.7** Bidders are advised that the Purchaser reserves the right to incorporate the Bidder's Technical Package (installation) in whole or in part in the resulting Contract.

3.2 QUOTATION CONTENT

- 3.2.1** The complete electronic quotation shall consist of three distinct and separated volumes described in the following paragraphs. Detailed requirements for the structure and content of each of these packages are contained in these RFQ Instructions.
- 3.2.2** All e-mails submitted shall not be password-protected.

Part	Format and Quantity Details
I: Quotation Administration Package	<u>1 .zip File Submitted by Email not larger than 20MB total per e-mail, which includes:</u> 1 Scanned PDF copies of the certificates with physical (non-digital) signatures of the prescribed certifications RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin ✓ All of the required contents are outlined in Section 3.3
II: Price Proposal	<u>1 .zip File Submitted by Email, not larger than 20MB total per e-mail which includes:</u> <ul style="list-style-type: none"> 1 Excel file, using the Bidding Sheets template provided with the RFQ 1 PDF file of the Bidding Sheets "Offer Summary" tab <ul style="list-style-type: none"> RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin ✓ All of the required contents are outlined in Section 3.4

III: Technical Package	<u>1.zip file submitted by e-mail, not larger than 20MB total per e-mail</u> <ul style="list-style-type: none"> RFQ-CO-115814-NNCCRS-Company Name-Part I-Admin <p>✓ All of the required contents are outlined in Section 3.4</p>
------------------------	---

3.2.3 Multiple emails may be submitted for each part if the content of the file(s) is larger than 20MB per e-mail submission; however, each file must clearly identify the part number and the sequence to which it relates. For example: RFQ-CO-115814-NNCCRS-Company name-Part III-Technical Part 1 of 4; RFQ-CO-115814-NNCCRS-Company Name-Part III-Technical Part 2 of 4 and so forth.

3.2.4 Documents submitted in accordance with paragraph 3.2 above shall be classified no higher than “NATO UNCLASSIFIED” material.

3.2.4.1 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.

3.2.5 Where no specific format is mandated, electronic quotation documentation shall be delivered in PDF format without limitations of printing or “copy & paste”. The Purchaser reserves the right to request native formats electronic files of the proposal to facilitate the evaluation process.

3.2.6 No information disclosing or contributing to disclose the quotation price shall be made part of the Technical Package. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.2.7 As part of the Technical Package the Bidder shall provide One (1) unpriced copy of the Bidding Sheets detailing the breakdown of labour, hours and equipment.

3.2.8 Documents submitted in accordance with paragraph 3.2.1 above shall be classified no higher than “NATO UNCLASSIFIED”.

3.2.9 Partial Quotations on a Schedule and/or Quotations containing conditional statements will be declared non-compliant.

3.3 PREPARATION OF THE ADMINISTRATIVE PACKAGE (VOLUME I)

3.3.1 Contents: Required documents submitted by email, containing one PDF file comprised of all of the required documents.

3.3.2 No information disclosing or contributing to disclose the quotation price shall be made part of the Administration Volume. Failure to abide to this prescription shall result in the quotation being declared non-compliant.

3.3.3 Volume I shall include the certificates set forth in the Annex to these RFQ Instructions, signed in the original by an authorised representative of the Bidder. The text of the certificates must not be altered in any way. The certificates are as follows:

B-1: Certificate of Legal Name of Bidder

B-2: Certificate of Independent Determination

B-3: Certificate of Quotation Validity

- B-4: Certificate of Understanding
- B-5: Certificate of Exclusion of Taxes, Duties and Charges
- B-6: Acknowledgement of Receipt of RFQ Amendments (if applicable)
- B-7: Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements
- B-8: Certification of NATO Member Country of Origin of Delivered Equipment, Services, Materials and Intellectual Property Rights
- B-9: Comprehension and Acceptance of Contract General and Special Provisions
- B-10: List of Prospective Sub-Contractors / Consortium members
- B-11: AQAP 2110 Compliance or ISO-9001:2015 Certification. The Bidder shall attach a copy of the company's AQAP 2110 compliance or ISO 9001:2015 certification.
- B-12: Disclosure of Involvement of Former NCI Agency Employment
- B-13: Vendor Supply Chain Security Self-Attestation Statement

3.3.3.1 **Certificate B-7**, Disclosure of Requirements for NCI Agency Execution of Supplemental Agreements, Bidders shall note especially the following:

- i. If supplemental agreements, such as End-User Certificates or Technical Assistance Agreements, are required by national regulations, a draft version of these must be submitted with the Bidder's quote. Supplemental agreements submitted after the RFQ Closing Date shall not be considered.
- ii. The terms of supplemental agreements, if necessary, are the Bidders / Contractors responsibility and shall be totally consistent with the terms of the (Prospective) Contract, and shall not duplicate, negate, or further interpret any provisions of this Contract. The terms of the (Prospective) Contract shall take precedence over the Supplemental Agreement.
- iii. A problem with the supplemental agreement in any of the areas mentioned previously in this provision may result in a determination that the Quotation is not compliant with the terms of the RFQ, and in rejection of the Quotation, or termination for default of the Contract if the supplemental agreement is submitted after Contract award.

3.3.3.2 **Certificate B-10**, the Contractor shall identify by name, project role, and country of origin, all sub-contractors whose sub-contract value is expected to equal or exceed EUR 125,000, if any. A list of consortium members shall also be completed and included. If there are no sub-contractors/consortium members involved, the Bidder shall state this separately. The subcontractors listed in this certificate shall be traceable in the Bidding Sheets.

3.3.3.3 Certificate B-11 Bidders shall provide documentary evidence that the Bidder possesses a current certification that is compliant with the requirements of Allied Quality Assurance Publication (AQAP) 2110, ISO 9001:2015, or an equivalent QA/QC regime.

3.3.3.3.1. If the Bidder is presenting a QA/QC regime that is claimed to be equivalent to AQAP 2110 or ISO 9001:2015, the burden of proof of such equivalency shall be on the Bidder and such evidence of equivalency shall be submitted with the Certificate at Annex B-11 in the Administration Package.

3.3.3.3.2. Failure to execute this Certificate, or failure to provide documentary evidence of compliance with this requirement may result in a determination of a non-compliant quotation.

3.3.3.4. **Certificate B-13** Bidders are required to read the CONSULTATION, COMMAND AND CONTROL BOARD (C3B) Technical and Implementation Directive on Supply Chain Security for COTS CIS Security Enforcing Products. This Directive may be provided to Bidders requesting the Restricted Documents Pack. Bidders can request a copy of mentioned Directive through the e-mail listed in 2.6.3.1.

3.3.4 The Bidder shall send Volume I - Administrative Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Administrative Package.

3.3.4.1 The email shall be entitled: "RFQ-CO-115814-NNCCRS- Official Quote for [company name] – Volume I - Administrative Package" where the Administration Package .zip file shall be contained.

3.4 PREPARATION OF THE PRICE QUOTATION (VOLUME II)

3.4.1 The Bidder shall prepare their Price Proposal by submitting one (1) email containing the completed Bidding Sheets provided with this RFQ under Book I - RFQ Instructions Annex C in both Excel and PDF formats. The Bidder shall propose an accurate and complete price quotation in completing the Bidding Sheets as defined in these RFQ Instructions in both Excel and PDF formats. No alteration of the form and pre-filled content of the Bidding Sheets is allowed, unless otherwise specified in Statement of Work and Special Conditions.

3.4.2 The prices provided shall be intended as the comprehensive total price offered for the fulfilment of all requirements as expressed in the RFQ documentation including but not limited to those expressed in the SOW.

3.4.3 Bidder shall furnish Firm Fixed Prices for all required items in accordance with the format set forth in the Instructions for preparation of the Bidding Sheets.

3.4.4 Bidders are responsible for the accuracy of their Price Quotations. Price Quotations that have apparent computational errors may have such errors resolved in the Purchaser's favour or, in the case of gross omissions, inconsistencies or errors, may be determined to be non-compliant.

- 3.4.5** Bidder shall quote in their own national currency or in EUR, the host nation currency. Bidder may also submit Quotations in multiple currencies including other NATO member states' currencies under the following conditions:
- (a) The currency is of a "Participating Country" in the project, and
 - (b) The Bidder can demonstrate, either through sub-contract arrangements or in its proposed work methodology, that it will have equivalent expenses in that currency. All major sub-contracts and their approximate anticipated value should be listed on a separate sheet and included with the Price Quotation.
- 3.4.6** The Purchaser, by virtue of its status under the terms of Article IX and X of the Ottawa Agreement, is exempt from all direct taxes (incl. VAT) and all customs duties on merchandise imported or exported. The Contractor, therefore, shall certify that the prices stipulated in this Contract do not include amounts to cover such direct taxes or customs duties.
- 3.4.7** The Contractor shall be responsible for ensuring that its respective Sub-contractors are aware that the Purchaser is exempt from taxes and customs duties. The Contractor (and its respective Sub-contractors) shall be responsible for complying with all applicable national and local legal and administrative procedures to ensure that authorities do not attempt to assess taxes and customs duties on goods and property imported or exported through NATO member nation frontiers under this Contract nor assess direct taxation (VAT) on goods sold to the NCI Agency under this Contract. Bidders are reminded of the requirement to complete the certification to this effect in Annex B-5.
- 3.4.8** Unless otherwise specified in the instructions for the preparation of Bidding Sheets, all prices quoted in the proposal shall be DDP (Delivered Duty Paid) to specified destination, in accordance with the International Chamber of Commerce INCOTERMS 2020 and shall also cover all packaging, packing, preservation, insurance and transportation charges. Prices quoted shall include all costs for items supplied and delivered to final destination.
- 3.4.9** The Bidder's attention is directed to the fact that Price Quotation shall contain no document and/or information other than the priced copies of the Bidding Sheets and SSS. Any other document of a contractual or technical nature will not be considered for evaluation and may be cause for a determination of non-compliance by the Purchaser.
- 3.4.10** When completing the Bidding Sheets, a unit price and total fixed price for each specified element needs to be supplied on each CLIN line item. Bidders are required to insert price information in all cells marked in yellow in the Bidding Sheets. Prices should not be grouped. The prices and quantities entered on the document shall reflect the total items required to meet the contractual requirements. The total price shall be indicated in the appropriate columns and in the currency quoted. If the price of a line item is expressed in different currencies, these shall be identified, and there shall be as many totals on that line item as there are currencies. In preparing the Price Quotation, Bidder shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. The accuracy of the inputs of the Bidding Sheets is the responsibility of the Bidder. The Purchaser in its favour may resolve ambiguous computation of prices.

- 3.4.11** The Bidder shall furnish Firm Fixed Price quotations, for all proposed items. Partial quotations shall be rejected.
- 3.4.12** The Bidder understands that there is no obligation under this Contract for the Purchaser to exercise an optional increase of the quantities set forth in any line items, and that the Purchaser bears no liability should it decide not to exercise such Option. Furthermore, the Purchaser reserves the right to order another contractor through a new contract with other conditions for the additional quantities of any line item it might need.
- 3.4.13** The Contractor shall be liable for all other taxes, assessments, fees, licences, administrative charges or other Government assessments or charges which are applicable to the performance of this Contract. It is the Contractor's responsibility to inform itself of its liability in each country where such liability may arise.
- 3.4.14** Price Proposals exceeding the deadlines for delivery and completion of works indicated in the Schedule of Supplies and Services may be declared non-compliant.
- 3.4.15** The Bidder shall identify for each CLIN all significant sub-contractors and provide required information about their prospective sub-contractors whose estimated value of the subcontract is expected to equal or exceed EUR 125,000 using the "List of Prospective Sub-Contractors" form attached to Book I Annex B-9.
- 3.4.16** The Bidder shall separately price the options as provided under the SSS.
- 3.4.17** The Bidder shall send Package II - Pricing Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) zip file containing the Pricing Package.
- 3.4.17.1 The email provided shall be entitled: "RFQ-CO-115814-NNCCRS Official Quote for [company name] - Part II - Price Quotation" where the Pricing Package .zip file shall be contained.

3.5 PREPARATION OF THE TECHNICAL PACKAGE (VOLUME III)

- 3.5.1** The Bidder shall submit their Technical Package as one (1) email. This email shall contain one (1) .zip file which addresses each criterion as described in Sections 3.2, and 4.4 and in accordance with the requirements of Section 3.5.2.
- 3.5.2** The Technical Package shall include the following:
- 3.5.2.1 Table of Contents. Bidder shall compile a detailed Table of Contents which lists not only section headings but also major sub-sections, and topic headings required set forth in these Instructions or implicit in the organisation of the Technical Package.
- 3.5.2.2 Equipment Specification. The Bidder shall provide equipment in compliance with the minimum specifications described in the SSS and with SOW section 4 providing details of Purchaser requirements.
- 3.5.3** The Bidder shall send Volume III – Technical Package via email to the Purchaser's email address specified in Section 2.3.2 above. This shall consist of One (1) .zip file containing the Technical Package and One (1) unpriced copy of the Bidding Sheets as per Section 3.2.3 above.

- 3.5.3.1 The email provided shall be entitled: “RFQ-CO-115814-NNCCRS Official Quote for [company name] - Part III - Technical Package” where the Technical Package .zip file shall be contained.

SECTION IV - QUOTATION EVALUATION

4.1 GENERAL

- 4.1.1** The evaluation of Quotations will be made by the Purchaser solely on the basis of the requirements in this RFQ.
- 4.1.2** The evaluation of Quotations and the determination as to the compliance or technical adequacy of the supplies and services offered will be based only on that information furnished by the Bidder and contained in its Quotation. The Purchaser shall not be responsible for locating or securing any information which is not included in the Quotation.
- 4.1.3** To ensure that sufficient information is available, the Bidder shall furnish with its Quotation all information appropriate to provide a complete description of the work which will be performed and/or the supplies to be delivered. The information provided shall be to a level of detail necessary for the Purchaser to determine exactly what the Bidder proposes to furnish and whether the offer meets the technical, administrative and contractual requirements of this RFQ. Significant omissions and/or cursory submissions may result in a determination of non-compliance without recourse to further clarification.
- 4.1.4** During the evaluation, the Purchaser may request clarification of the Quotation from the Bidder, and the Bidder shall provide sufficient detailed information in connection with such requests as to permit the Purchaser to make a final determination based upon the facts. The purpose of such clarifications will be to resolve ambiguities in the Quotation and to permit the Bidder to state its intentions regarding certain statements contained therein. The Bidder is not permitted any cardinal alteration of the Quotation regarding technical matters and shall not make any change to its price quotation at any time nor restate the Statement of Work (SOW).
- 4.1.5** The Bidder's prompt response to the Purchaser's RFQ clarification requests is important and therefore failure to provide the requested clarifications within the time-limits set forth in the specific Clarification Requests may cause the Quotation to be deemed non-compliant.
- 4.1.6** The evaluation will be conducted in accordance with the Use of Basic Ordering Agreements (BOAs) by the NATO Communications and Information Agency (NCI Agency) set forth in the NATO document AC/4-D(2019)0004 (INV).
- 4.1.7** The administrative compliance of the Quotations will be evaluated first. Quotations that are declared administratively non-compliant may be rejected without further evaluation. Following evaluation for administrative compliance, evaluation will be carried out in the following two areas: Volume II - Price, Volume III- Technical. Should areas of Administrative non-compliance be identified in the Pricing or Technical evaluation this shall be treated in accordance with Section 4.2 below.
- 4.1.8** All administrative compliant Quotations will be reviewed for price compliancy and the identified lowest offer will be reviewed for technical compliance. Any Contract

resulting from this RFQ will be awarded to the Bidder whose offer, as evaluated by the Purchaser, is the lowest priced, technically compliant quotation and in compliance with the requirements of this RFQ.

4.2 ADMINISTRATIVE CRITERIA

4.2.1 Prior to commencement of the Price and Technical evaluation, Quotations will be reviewed for compliance with the Quotation Submission Requirements of this RFQ. These are as follows:

- (a) The Quotation was received by the RFQ Closing Date and Time,
- (b) The Quotation was packaged and marked properly (Paragraphs. 3.2 to 3.3),
- (c) The Quotation is provided in the English language,
- (d) The Administrative Package contains all the requested signed originals of the required Certificates at Annex B hereto (Paragraph 3.3).

4.2.2 A Quotation that fails to conform to the above requirements may be declared non-compliant and may not be evaluated further by the Purchaser.

4.2.3 If it is discovered, during either the Price or Technical evaluation, that the Bidder has taken exception to the Terms and Conditions of the Prospective Contract, or has qualified and/or otherwise conditioned its Quotation on a modification or alteration of the Terms and Conditions or the language of the Statement of Work, the Bidder may be determined to have submitted a non-compliant Quotation.

4.3 PRICE CRITERIA

4.3.1 The Bidder's Price Quotation will be first assessed for compliance against the following standards:

4.3.1.1 The Price Quotation meets the requirements for preparation and submission of the Price Quotation set forth in the Quotation Preparation Section and the Instructions for preparation of the Bidding Sheets (Annex C) in particular.

4.3.1.2 Adequacy, accuracy, traceability and completeness of detailed pricing information.

- i. The Bidder has furnished Firm Fixed Prices for all items listed. Not having provided a price for all items as required per the Bidding Sheets, i.e. to fill out **all** yellow fields, may render the Quotation non-compliant. Prices cannot be embedded/included in other prices.
- ii. All pricing data, i.e., quantities, unit prices, has been provided as reflected in the Bidding Sheets.
- iii. Quotation prices include all costs for items supplied, delivered, and supported.
- iv. All prices have been accurately entered into appropriate columns and accurately totalled.
- v. The Bidder has provided accurate unit prices (where required) and a total price for each line item.

- vi. The Bidder has provided accurate unit prices and a total price of each of the sub-items it added (if any).
- vii. The currency of all line items has been clearly indicated. Line items with multiple currencies contain as many totals on that line item as there are identified currencies.
- viii. The Bidder has quoted in its own national currency or in the Host Nation currency, Euros. Where multiple currencies including other NATO member states' currencies are quoted, the conditions of Section III, Paragraph 3.4.5 shall be met.
- ix. The Bidder has indicated that in accordance with the treaties governing the terms of business with NATO, it excluded from its prices all taxes, duties and customs charges from which the Purchaser has been exempted.
- x. Price quotes for each individual item(s), and totalled prices are accurate and realistic (based on historic data, and/or market and competitive trends in the specified industrial sector(s)).
- xi. The Price Quotation meets requirements for price realism as described below in Paragraph 4.3.5.

4.3.2 A Quotation which fails to meet the compliance standards defined in this section may be declared non-compliant and may not be evaluated further by the Purchaser.

4.3.3 Basis of Price Comparison to determine lowest compliant Quotation

4.3.3.1 The Purchaser will convert all prices quoted into EURO for purposes of comparison and computation of price scores. The exchange rate to be utilised by the Purchaser will be the average of the official buying and selling rates of the European Central Bank at close of business on the last working day preceding the RFQ Closing Date.

4.3.3.2 The price comparison will be based on the Offered Grand Total Firm Fixed Price which includes all **CLINs** in the Bidding Sheets.

4.3.4 Inconsistencies and discrepancies in Quotation price quotation. In case of inconsistencies, discrepancies and/or contradictory pricing information in the different parts of the Quotation price submission and notwithstanding the possibility for the Purchaser, at its sole discretion to obtain clarification from the Bidder, for the purpose of determining the total price of the Quotation, the following order of precedence shall apply:

4.3.4.1 PDF copy of the completed Bidding Sheets

- i. Schedule of Supplies and Services Total to be Evaluated Quotation Price as indicated by the Bidder
- ii. Total of the Quotation calculated from the indicated Total Prices(s) indicated per CLIN(s)

4.3.4.2 Microsoft Excel copy of the completed Bidding Sheets

- i. Schedule of Supplies and Services Total to be Evaluated
Quotation Price as indicated by the Bidder
- ii. Total of the Quotation calculated from the indicated Total Prices(s)
indicated per CLIN(s)

4.3.5 Price Realism analysis confirming the offered prices are a realistic reflection of the objective cost of performance

4.3.5.1 The Purchaser will perform an analysis to determine whether the offered pricing is a realistic reflection of the objective cost of performance, and/or reflects the necessary level of technical understanding, and/or poses a risk of poor performance resulting in a disqualification of the proposal.

4.3.5.2 Indicators of an unrealistically low Quotation may include, but are not limited to, the following:

- i. Labour Costs that, when amortised over the expected or proposed direct labour hours, indicate average labour rates far below those prevailing in the Bidder locality for the types of labour proposed.
- ii. Direct Material costs that are considered to be too low for the amounts and types of material proposed, based on prevailing market prices for such material.
- iii. Numerous Line Item prices for supplies and services that are provided at no cost or at nominal prices.
- iv. Undocumented, unsubstantiated, or un-priced claims by bidder that bidder can meet quantitative technical requirements.

4.3.5.3 In the event the Purchaser has reason to believe that a Bidder has artificially debased its prices in order to secure Contract Award, the Purchaser will request the Bidder to provide explanation. If a Bidder fails to submit a compelling response, the Purchaser will determine the proposal submitted as non-compliant. If the Bidder presents a convincing rationale pursuant to paragraphs above, no additional action will be warranted. The Purchaser, however, reserves its right to reject such an argument if the rationale is not compelling or capable of objective analysis

4.4 TECHNICAL CRITERIA

4.4.1 Upon determination of the lowest-priced Quotation as described above, the Quotation shall be evaluated to confirm compliance with the following technical criteria associated with the respective sections of the Technical Package.

4.4.2 Equipment Specification

4.4.2.1 Aim – The purpose of this criterion is to ensure the Bidder will provide equipment addressing the minimum equipment specifications described in the Bidding Sheets and in accordance with the SoW Annex A

4.4.2.2 Criterion – The Bidder shall ensure that the hardware specifications within its proposal meet or exceed the minimum equipment specifications described in the Bidding Sheets and comply with the requirements of the SoW Annex A

4.4.2.3 Document References

- i. RFQ Instructions, Section 3.5.2.3
- ii. Statement of Work Section 4
- iii. Bidding Sheets Equipment specifications CLINs 1 to 5

4.4.2.4 Pass/Fail Criteria

- i. Pass – The Bidder has included equipment that meets or exceeds the specifications identified in the Bidding Sheets for the CLIN-1 to CLIN-5 components in their Technical Package.
- ii. Fail – The Bidder has included 1 or more equipment items that fail to meet the specifications identified in the Bidding Sheets for the CLIN-1 to CLIN-5 components in their Technical Package.

4.5 BASIS FOR AWARD

4.5.1 The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer does not meet the requirements shall be rejected.

ANNEX A – Clarification Request Forms

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

ADMINISTRATIVE/CONTRACTUAL				
Serial Nr	RFQ Section Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Status*
A.1				
A.2				
A.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

PRICE				
Serial Nr	RFQ Section Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Status*
P.1				
P.2				

PRICE				
Serial Nr	RFQ Section Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Status*
P.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?
INSERT COMPANY NAME HERE

INSERT SUBMISSION DATE HERE

TECHNICAL				
Serial Nr	RFQ Section Ref.	BIDDER'S QUESTION	NCI AGENCY ANSWER	Status*
T.1				
T.2				
T.3				

* Status: Is Amendment to RFQ required as a direct result of the Clarification Request?

ANNEX B-1 - CERTIFICATE OF LEGAL NAME OF BIDDER

This Quotation is prepared and submitted on behalf of the legal corporate entity specified below:

FULL NAME OF CORPORATION: _____

DIVISION (IF APPLICABLE): _____

SUB DIVISION (IF APPLICABLE): _____

OFFICIAL MAILING ADDRESS: _____

E-MAIL ADDRESS: _____

FAX NO.: _____

BOA NO.: _____

POINT OF CONTACT (POC) REGARDING THIS QUOTATION:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

ALTERNATIVE POC:

NAME: _____

POSITION: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE

SIGNATURE OF AUTHORISED REPRESENTATIVE

PRINTED NAME

TITLE

ANNEX B-2 - CERTIFICATE OF INDEPENDENT DETERMINATION

1. Each Bidder shall certify signing this Quotation shall also certify that:

Each Bidder shall certify that in connection with this procurement:

- a. This quotation has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Bidder or with any competitor;
- b. The contents of this Quotation have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor, and;
- c. No attempt has been made, or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Quotation for the purpose of restricting competition.

2. Each person signing this Quotation shall also certify that:

- a. They are the person in the Bidder's organisation responsible within that organisation for the decision as to the quotation and that they have not participated and will not participate in any action contrary to 1(a) through 1(c) above, or;
- b. (i) They are not the person in the Bidder's organisation responsible within that organisation for the quotation but that they have been authorised in writing to act as agent for the persons responsible for such a decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above, and as their agent does hereby so certify, and;
- (ii) They have not participated and will not participate in any action contrary to 1(a) through 1(c) above.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

NOTE: IF THE BIDDER DELETES OR MODIFIES SUBPARAGRAPH (1B) OF THIS ANNEX, THE BIDDER MUST FURNISH WITH ITS QUOTATION A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

ANNEX B-3 - CERTIFICATE OF QUOTATION VALIDITY

I, the undersigned, as an authorised representative of the firm submitting this quotation, do hereby certify that the pricing and all other aspects of our Quotation will remain valid for a period of six (6) months from the RFQ Closing Date of this Request for Quotation.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-4 - CERTIFICATE OF UNDERSTANDING

I certify that

.....
.....(*Company Name*) has read and fully understands
the requirements of this Request for Quotation (RFQ) and that the Quotation recognises these
requirements in total.

I also certify to the best of my expert knowledge that this Quotation is within the "state of art"
boundaries as they exist at the time of quotation for this project.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-5 - CERTIFICATE OF EXCLUSION OF TAXES, DUTIES AND CHARGES

I hereby certify that the prices offered in the price quotation of this Quotation exclude all taxes, duties and customs charges from which the Purchaser has been exempted by international agreement.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-6 - ACKNOWLEDGEMENT OF RECEIPT OF RFQ AMENDMENTS

I confirm that the following Amendments to Request for Quotation No RFQ-CO-115814-NNCCRS have been received and the Quotation as submitted reflects the content of such Amendments:

Amendment Number	Date of Issue by the Purchaser	Date of Receipt by the Bidder

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

**ANNEX B-7 DISCLOSURE OF REQUIREMENTS FOR NCI AGENCY EXECUTION OF
SUPPLEMENTAL AGREEMENTS**

I, the undersigned, as an authorised representative of
.....(*Company Name*), certify the following statement (*Check
the applicable statement below*):

- ☐ I do not have any supplemental agreements to disclose for the performance of this contract [*cross out points 1 to 6 of this certificate*].
 - ☐ I do have supplemental agreements to disclose for the performance of this contract (*complete points 2 and 3 below in a separate attachment to this certificate*).
1. All supplemental agreements, defined as agreements, documents and/or permissions outside the body of the Contract but required by my Government, and the governments of my sub-Contractors, to be executed by the NCIA as a condition of my firm's performance of the Contract, have been identified, as part of the Quotation.
 2. Examples of the terms and conditions of these agreements are attached hereto. The anticipated restrictions to be imposed on NATO, if any, have been identified in our offer along with any potential conflicts with the terms, conditions and specifications of the Prospective Contract, see (*complete, if any*). These anticipated restrictions and potential conflicts are based on our knowledge of and prior experience with such agreements and their implementing regulations. We do not certify that the language or the terms of these agreements will be exactly as we have anticipated.
 3. The processing time for these agreements has been calculated into our delivery and performance plans and contingency plans made in the case that there is delay in processing on the part of the issuing government(s), see (*complete, if any*).
 4. We recognise that additional supplemental agreements, documents and permissions presented as a condition of Contract performance or MOU signature after our firm would be selected as the successful Offeror may be cause for the NCIA to determine the submitted quotation to be non-compliant with the requirements of the RFQ.
 5. We accept that should the resultant supplemental agreements issued in final form by the government(s) result in an impossibility to perform the Contract in accordance with its schedule, terms or specifications, the Contract may be terminated by the Purchaser at no cost to either Party.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-8 - CERTIFICATION OF NATO MEMBER COUNTRY ORIGIN OF DELIVERED
EQUIPMENT, SERVICES, MATERIALS AND INTELLECTUAL PROPERTY
RIGHTS

The Bidder hereby certifies that, if awarded the Contract pursuant to this solicitation, it will perform the contract subject to the following conditions:

- (a) none of the work, including project design, labour and services shall be performed other than by firms from and within participating NATO member countries;
- (b) no material or items of equipment down to and including identifiable sub-assemblies shall be manufactured or assembled by a firm other than from and within a participating NATO member country (a sub-assembly is defined as a portion of an assembly consisting of two or more parts that can be provided and replaced as an entity)*; and
- (c) the intellectual property rights to all design documentation and related system operating software shall reside in NATO member countries, and no license fees or royalty charges shall be paid by the Contractor to firms, individuals or governments other than within the NATO member countries.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

*This definition purposely excludes components and/or parts (as defined in AcodP-1), which are not subject to this certification.

ANNEX B-9 - Comprehension and Acceptance of CONTRACT General and Special Provisions

The Bidder hereby certifies that it has reviewed the Contract Special Provisions set forth in the Prospective Contract, Book II of this Request for Quotation (RFQ) and the Contract Provisions set forth in the Basic Ordering Agreement signed with the NCI Agency. The Bidder hereby provides its confirmation that it fully comprehends the rights, obligations and responsibilities of the Contractor as set forth in the Articles and Clauses of the Prospective Contract. The Bidder additionally certifies that the Quotation submitted by the Bidder is without prejudice, qualification or exception to any of the Terms and Conditions and it will accept and abide by the stated Special Contract Provisions if awarded the contract as a result of this RFQ.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-10 - LIST OF PROSPECTIVE SUB-CONTRACTORS/CONSORTIUM MEMBERS¹

Name and Address of Sub-Contractor, incl. country of origin/registration	Primary Location of Work	Items/Services to be Provided	Estimated Value of Sub-Contract

If no sub-Contractors/consortium members are involved, state this here:

.....

.....
 Date

.....
 Signature of Authorised Representative

.....
 Printed Name and Title

.....
 Company

¹ In accordance with section 3.4.15 of Book I, the Bidder shall identify in this Certificate any subcontractors whose estimated value of the subcontract is expected to equal or exceed €125,000.00.

ANNEX B-11 - CERTIFICATE OF AQAP 2110 OR ISO 9001:2015 COMPLIANCE

I hereby certify that (*Company Name*) is fully compliant with the AQAP 2110 or ISO 9001:2015 Quality Assurance Standards and Procedures, is currently so certified, and will remain certified throughout the duration of the contract.

A copy of the quality certification is **attached herewith**.

.....
Date

.....
Signature of Authorised Representative

.....
Printed Name and Title

.....
Company

ANNEX B-12 Disclosure of Involvement of Former NCI Agency Employment

The Offeror hereby certifies that, in preparing its Quotation, the Offeror did not have access to solicitation information prior to such information been authorized for release to Offerors (e.g., draft statement of work and requirement documentation).

The Offeror hereby acknowledges the post-employment measures applicable to former NCI Agency Personnel as per the NCI Agency Code of Conduct.

The Offeror hereby certifies that its personnel working as part of the company's team, at any tier, preparing the Quotation:

- Have not held employment with NCI Agency within the last two years.
- Has obtained a signed statement from the former NCI Agency personnel below, who departed the NCI Agency within the last two years, that they were not previously involved in the project under competition (as defined in the extract of the NCI Agency Code of Conduct provided below):

Employee Name	Former NCIA Position	Current Company Position

The Offeror also hereby certifies that it does not employ and/or receive services from former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above, who departed the NCI Agency within the last 12 months. This prohibitions covers negotiations, representational communications and/or advisory activities.

Date

Signature of Authorised Representative

Printed Name

Title

Company

Excerpt of NCI Agency AD. 05.00, Code of Conduct dated May 2017

Article 14 PROCUREMENT AND CONTRACTORS

- 14.1 NCI Agency Personnel are required to maintain unquestionable integrity and impartiality in relation to procurements initiated by the NCI Agency.
- 14.2 NCI Agency Personnel shall not disclose any proprietary or contract related information regarding procurement directly or indirectly to any person other than a person authorized by the NCI Agency to receive such information. NCI Agency Personnel shall not disclose any documentation related to a procurement action to any third party without a need to know¹ (e.g., draft statement of work, statement of requirements) unless this is expressly provided under NATO Procurement Regulations or authorized in writing by the Director of Acquisition. During an on-going selection, NCI Agency Personnel shall not disclose any information on the selection procedure unless authorized by the Chairman of the award committee/board. The NCI Agency Personnel concerned will ensure that proper access controls are put in place to prevent disclosure of procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations.
- 14.3 NCI Agency Personnel will not participate in a source selection if an offer has been provided by a friend, family member, a relative, or by a business concern owned, substantially owned, or controlled by him/her or by a friend, family member or a relative. NCI Agency Personnel appointed as part of an evaluation shall report such links to the Director of Acquisition immediately upon becoming aware of it.
- 14.4 Contractors and consultants shall not be allowed to participate in the drafting of the statement of work or in the source selection process unless they and their company/employer will be excluded from competition of the related contract. The same will apply to contractors and consultants involved in the definition and development of requirements.
- 14.5 Contractors will be given specific and coherent statements of work, providing precise explanation of how she/he is going to be employed. Tasks to be performed and minimum qualifications are to be well defined from the start. In addition, supervisors will ensure that contractors do not occupy managerial positions within the Agency.
- 14.6 NCI Agency Personnel shall not enter into authorized commitments in the name of NCI Agency or NATO unless specifically authorized. NCI Agency Personnel must abstain from making promises or commitment to award or amend a contract or otherwise create the appearance of a commitment from the NCI Agency unless properly authorized by the NCI Agency.
- 14.7 NCI Agency Personnel shall not endorse directly or indirectly products from industry. Therefore, NCI Agency Personnel shall not name or make statements endorsing or appearing to endorse products of specific companies.
- 14.8 Industry partners will need to abide with the post-employment measures under this Directive upon submission of their Quotations / proposals to the NCI Agency. As part of the selection process, industry will be requested to agree with an ethical statement.

15 INDUSTRY INITIATIVES

- 15.1 Industry initiatives may include loans, displays, tests or evaluation of equipment and software, requesting NCI Agency speakers at industry gatherings and conferences,

inviting speakers from industry to NCI Agency events, consultancy or studies of technical or organizational issues, etc. These initiatives are usually at no cost to the NCI Agency and take place at a pre-contractual phase or before the development of requirements and specifications. While there are benefits associated with the early involvement of industry in the definition of requirements and specifications, this also raises the potential for unfair treatment of potential competitors.

- 15.2 Industry initiatives which go beyond routine interaction in connection with on-going contracts must be reported to and coordinated by the NCI Agency Acquisition Directorate for approval. Industry initiatives shall be properly documented and governed by written agreements between the NCI Agency and the company concerned where relevant. Such agreements may contain provisions describing the nature of the initiative, the non-disclosure of NCI Agency/NATO information, NCI Agency ownership of any resulting work, the NCI Agency's right to release such work product to future competitors for any follow-on competition or contract, the requirement that any studies must provide non-proprietary solutions and/or an acknowledgement that the participating companies will not receive any preferential treatment in the contracting process.
- 15.3 Any authorized industry initiatives must be conducted in such a way that it does not confer an unfair advantage to the industry concerned or create competitive hurdles for potential competitors.

16 POST EMPLOYMENT MEASURES

- 17.1 The NCI Agency will not offer employment contracts to former NCI Agency Personnel who departed less than 2 years earlier, unless prior approval by the General Manager has been received.
- 17.2 Former NCI Agency Personnel will not be accepted as consultants or commercial counterpart for two (2) years after finalization of their employment at NCI Agency, unless the General Manager decides otherwise in the interest of the Agency and as long as NATO rules on double remuneration are observed. Such decision shall be recorded in writing. Commercial counterparts include owners or majority shareholders, key account managers, or staff member, agent or consultant of a company and/or subcontractors seeking business at any tier with the NCI Agency in relation to a procurement action in which the departing NCI Agency staff member was involved when they were under the employment of the NCI Agency. As per the Prince 2 Project methodology, a Project is defined as a "temporary organization that is created for the purpose of delivering one or more business products according to an agreed business case". For the purpose of this provision, involvement requires (i) drafting, review or coordination of internal procurement activities and documentation, such as statement of work and statement of requirement; and/or (ii) access to procurement information that has not yet been authorized for release for outside distribution, including draft statements of work and requirement documentations; and/or (iii) being appointed as a representative to the Project governance (e.g., Project Board) with access to procurement information as per (ii) above; and/or (iv) having provided strategic guidance to the project, with access to procurement information as per (ii) above.
- 17.3 In addition to Section 17.2 above, former NCI Agency Personnel at grades A5 and above or ranks OF-5 and above are prohibited during twelve months following the end of their employment with the NCI Agency to engaging in negotiations, representational communications and/or advisory activities with the NCI Agency on

behalf of a private entity, unless this has been agreed in advance by the NCI Agency General Manager and notified to the ASB.

- 17.4 NCI Agency Personnel leaving the Agency shall not contact their former colleagues in view of obtaining any information or documentation about procurement activities not yet authorized' release. NCI Agency Personnel shall immediately report such contacts to the Director of Acquisition.
- 17.5 The ASB Chairman will be the approving authority upon recommendation by the Legal Adviser when the NCI Agency Personnel concerned by the above is the NCI Agency General Manager and will notify the ASB.
- 17.6 NCI Agency Personnel leaving the Agency shall sign a statement that they are aware of the post-employment measures set out in this Directive.
- 17.7 The post-employment measures set out in this Directive shall be reflected in the NCI Agency procurement documents, such as IFBs, and contract provisions.

ANNEX B-13 – VENDOR SUPPLY CHAIN SECURITY SELF-ATTESTATION STATEMENT

I hereby as *[Insert Company Name]* affirm that the security of the supply chain for the product *[list the product(s) below]*

has been assessed and assessed against the requirements laid down in directive AC/322-D(2017)0016 (INV), named “NATO SUPPLY CHAIN SECURITY REQUIREMENTS FOR COMMERCIAL OFF THE SHELF COMMUNICATION AND INFORMATION SYSTEMS SECURITY ENFORCING PRODUCTS”.

I endorse this supply chain security statement for the product listed in the first paragraph of this certificate which covers the following items:

- Supply Chain Security Program Governance
- Security in Manufacturing and Operations
- Security in Logistics
- NATO Information Protection
- Vendor Physical and Personnel Security
- Security in Service Management
- Security in Incident Management
- 3rd Party Supplier Management

I can supply supporting evidence if required.

Date

Signature of Authorised Representative

Printed Name

Title

Company



NATO UNCLASSIFIED

RFQ-CO-115814-NNCCRS
Book I – RFQ Instructions
Annex C – Pricing Sheets

ANNEX C – BIDDING SHEETS

[Provided under separate MS Excel File:

“RFQ-CO-115814-NNCCRS – Book I Annex C – Bidding Sheets”

NATO UNCLASSIFIED

ANNEX D – INSTRUCTIONS FOR THE PREPARATION OF BIDDING SHEETS

1. Bidders are required, in preparing their Price Quotation to utilise the Bidding Sheets following the instructions detailed in Section III – Quotation Preparation Instructions and CLIN Pricing Sheet instructions within the Bidding Sheets itself.
3. The prices entered on the Bidding Sheets shall reflect the total items required to meet the contractual requirements.
4. The total price shall be indicated in the appropriate columns and in the currency quoted.
5. The total evaluated price shall be the price of the basic Contract.
6. If the price of a CLIN is expressed in different currencies, these shall be identified, and there shall be as many Bidding Sheets for that CLIN as there are currencies.
7. In preparing the Price Quotation, the Bidder shall ensure that the prices of the Sub-items total the price of the major item of which they constitute a part. Pricing for lower level items shall add to the total for the Sub-CLINs, and the Sub-CLIN totals shall add to the CLIN total. The Purchaser in its favour may resolve ambiguous computation of prices. The Bidder shall identify the sub-CLIN, per line item, in each detailed Quoting Sheet section, i.e. Materials, Labour, Subcontract Labour, Travel etc., that is being priced.
8. Prices shall not include any provision for taxes or duties for which the Purchaser is exempt.
9. The Bidder shall not introduce any changes or deviations to the Schedule of Supplies and Services (SSS) as published by the Purchaser.

Bidding Sheets Instructions

INTRODUCTION & IMPORTANT NOTES	
	<p>Bidders should note that NCIA has recently updated its bidding sheet template and are encouraged to read the instructions in full for this new version before completing the bidding sheets.</p> <p>All bidders are required to submit pricing details to demonstrate the Purchaser's Pricing Principles are being applied as part of their bids. All data submitted in these sheets shall be complete, verifiable and factual and include the required details. Any exclusions may render the bid as non compliant thus removing the bidder from the bidding process.</p> <p>Bidders are REQUIRED to complete the following tabs:</p> <ul style="list-style-type: none"> - "Offer Summary", - "Detailed Equipment" - "Rates". <p>Note that input cells in the "Offer Summary" and the "Equipment" tabs are colour coded YELLOW.</p> <p>The instructions for the detailed tabs can be found below, as well as in the green boxes within each detailed tab. G&A, Overhead, material handling and other indirect rates do not need to be separately calculated in the detail sheets but must be included in the totals for each category (Equipment, Costed Options Labour/Material/Travel/ODC) as appropriate. A list of the direct and indirect rates applied in the bid must also be provided in the "Rates" tab, although they do not need to be linked to any and the detailed calculations. The list of these rates will be requested in pre-contract award from the winning bidder.</p> <p>Note: any information found within GREEN boxes throughout the entire document is provided as an instruction and/or example only.</p> <p>Any formulas provided in these bidding sheets are intended only to assist the bidder. Any changes in formula can be made at the bidder's discretion, as long as the detailed costs are clear, traceable and accurate as required. Ultimately the bidder is responsible for ALL values, formulas and calculations within the bidding sheets that are submitted to the Agency.</p> <p>Bids in MULTIPLE CURRENCIES should follow the following instructions:</p> <ul style="list-style-type: none"> - For the "Offer Summary" tab bidders must add "Firm Fixed Price" column to the right of the current table for each additional currency. - For the "Equipment" tabs and the "Cost option" tab, Bidders have 2 options: A) Two columns "Unit Price" and "Total Firm Fixed Price" may be added to the right of the current table for each additional currency of the bid; B) Bidders may duplicate the "Equipment" or "Costed Options" tabs for each currency bid. - For the Costed Options Detailed tabs (Labour/Material/Travel/ODC) Bidders have 2 options: A) Provide all the detailed data for all currencies in the table provided, selecting the individual currencies from the dropdown lists and summing only common currencies together in Offer Summary Sheet B) Duplicate the Offer Summary tab for each currency bid.
DETAILED TABs	DESCRIPTION

<p>Costed Options: MATERIAL LABOUR TRAVEL ODCs</p>	<p>The detailed tables are to be completed by the bidder with all columns populated, and shall be expanded to include as many rows as necessary to provide the detail requested. The bidder is required to identify for each item the CLIN it is associated with from the drop down menu. Each column should then be populated using the column- specific instructions in the first row. Bidder may not delete columns within tables, or omit information from columns, but may add columns if necessary, although it's not anticipated this will be needed.</p> <p>Note CLINs with no costs associated with that item should also be selected within the table, and noted that there is no cost within that table for the CLIN. For example, if there is no labour associated with CLIN X.1, Select CLIN X.1 in the first column and then in the second column note "No Labour is associated with this CLIN". This will help to ensure that all the proper detail has been accounted for and properly allocated.</p> <p>Important Note: The Total sum of the "fully burdened" cost column should equal the grand total cost for each category (Labour, Material, etc.) to include profit as well as all indirect rates (G&A/Overhead/Material handling/etc.) associated with that category. These indirect rates must be included in the total firm fixed price on the appropriate detailed tab but are no longer required to be shown as separate calculations at the bidding stage. However, the bidder is required to include the associated indirect costs in the totals of the detailed tab in the base unit costs. Alternatively, the bidder may choose to show these as separate calculations by expanding the table columns to show the additional costs due to these indirect rates (similar to the way profit is calculated). Note again although the detailed indirect rate calculations are not required at the bidding stage, this information will be requested from the winning bidder during pre-contract award discussions.</p>
<p>RATES</p>	<p>As discussed previously in these instructions, the detailed indirect rate calculations are not required to be included in the bidding sheets, although the bidders may chose to do so. However, ALL bidders are required to state the G&A/OH/Material handling and any other indirect rates that they have applied to the bid.</p>

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		

Grand Total Firm Fixed Price - Base Contract	
Grand Total Firm Fixed Price - Base Contract + Evaluated Options	

CLIN 1	Workstations	
CLIN 2	Printers	
CLIN 3	Laptops	
CLIN 4	Mobile server Laptops	
CLIN 5	IPS	
Total Firm Fixed Price Base Contract		

For multiple currencies, duplicate the "firm fixed price" colum for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

CLIN	DESCRIPTION	SOW Reference	Unit of Measure	Quantity	Currency	Unit fixed Price	Total Fixed Price	Delivery Date: Per SOW and No Later Than	Delivery site	Remarks
1	Workstations									
1.1	Workstations, DELL Optiplex 7000, or DELL 3660, or equivalent in accordance with Technical Specifications	Annex A	Each	104				EDC + 12 weeks	CSSC Brunssum, NL	Certified for TEMPEST level B
1.2	Power for Workstation (CLIN 1.1) - Europe	Annex A	Each	74				EDC + 12 weeks	CSSC Brunssum, NL	
1.3	Power for Workstation (CLIN 1.1) - United States	Annex A	Each	20				EDC + 12 weeks	CSSC Brunssum, NL	
1.4	Power for Workstation (CLIN 1.1) - United Kingdom	Annex A	Each	10				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 1						0.00			
2	Printers									
2.1	Laser Colour printer, HP MFP 282NW, or HP MFP 283FDW or equivalent in accordance with Technical Specifications	Annex A	Each	110				EDC + 12 weeks	CSSC Brunssum, NL	Certified for TEMPEST level B
2.2	Power for Printer (CLIN 2.1) - Europe	Annex A	Each	80				EDC + 12 weeks	CSSC Brunssum, NL	
2.3	Power for Printer (CLIN 2.1) - United States	Annex A	Each	20				EDC + 12 weeks	CSSC Brunssum, NL	
2.2	Power for Printer (CLIN 2.1) - United Kingdom	Annex A	Each	10				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 2						0.00			
3	Laptops, 15.6"									
3.1	15.6" Laptop, HP 15 BS038DX, or DELL Latitude 5530, or equivalent in accordance with Technical Specifications	Annex A	Each	76				EDC + 12 weeks	CSSC Brunssum, NL	
3.2	Power for Laptops (CLIN 3.1) - Europe	Annex A	Each	76				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 3						0.00			
4	Mobile Server Laptops									
4.1	17" Laptop, HP Zbook Fury 17 G8, or equivalent in accordance with Technical Specifications	Annex A	Each	12				EDC + 12 weeks	CSSC Brunssum, NL	
4.2	Power for Mobile Server Laptops - Europe	Annex A	Each	12				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 4						0.00			
5	Integrated Product Support (IPS)									NSP = Not separately priced
5.1	Documentation		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.2	Transportation		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.3	Warranty		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.4	Packaging		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.5	Inventory		LOT		NSP	NSP	NSP	EDC + 12 weeks		
	Total CLIN 5						0.00			

Enter the name of the Rate here (G&A, Overhead, etc.)			Enter a rate description for non-standard rate categories			Enter the rate percentage		
Rate Name			Rate description*			Percentage		
[Insert Rate Name]						0%		
[Insert Rate Name]						0%		
[Insert Rate Name]						0%		

***Note: rate description only needed if this is a rate not included in the list below:**

Overhead

Fringe

General & Administrative

Material Handling

Profit- Labour

Profit- Material

EXAMPLE ONLY:		
Name of Rate	Rate description	
Fringe		2%
Overhead		2%
G&A		2%
ABC rate (company specific)	In the case of non-standard rates include a description	x%

CLIN	DESCRIPTION	SOW Reference	Unit of Measure	Quantity	Currency	Unit fixed Price	Total Fixed Price	Delivery Date: Per SOW and No Later Than	Delivery site	Remarks
1	Workstations									
1.1	Workstations, DELL Optiplex 7000, or DELL 3660, or equivalent in accordance with Technical Specifications	Annex A	Each	104				EDC + 12 weeks	CSSC Brunssum, NL	Certified for TEMPEST level B
1.2	Power for Workstation (CLIN 1.1) - Europe	Annex A	Each	74				EDC + 12 weeks	CSSC Brunssum, NL	
1.3	Power for Workstation (CLIN 1.1) - United States	Annex A	Each	20				EDC + 12 weeks	CSSC Brunssum, NL	
1.4	Power for Workstation (CLIN 1.1) - United Kingdom	Annex A	Each	10				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 1						0.00			
2	Printers									
2.1	Laser Colour printer, HP MFP 282NW, or HP MFP 283FDW or equivalent in accordance with Technical Specifications	Annex A	Each	110				EDC + 12 weeks	CSSC Brunssum, NL	Certified for TEMPEST level B
2.2	Power for Printer (CLIN 2.1) - Europe	Annex A	Each	80				EDC + 12 weeks	CSSC Brunssum, NL	
2.3	Power for Printer (CLIN 2.1) - United States	Annex A	Each	20				EDC + 12 weeks	CSSC Brunssum, NL	
2.2	Power for Printer (CLIN 2.1) - United Kingdom	Annex A	Each	10				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 2						0.00			
3	Laptops, 15.6"									
3.1	15.6" Laptop, HP 15 BS038DX, or HPDELL Latitude 5530, or equivalent in accordance with Technical Specifications	Annex A	Each	76				EDC + 12 weeks	CSSC Brunssum, NL	
3.2	Power for Laptops (CLIN 3.1) - Europe	Annex A	Each	76				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 3						0.00			
4	Mobile Server Laptops									
4.1	17" Laptop, HP Zbook Fury 17 G8, or equivalent in accordance with Technical Specifications	Annex A	Each	12				EDC + 12 weeks	CSSC Brunssum, NL	
4.2	Power for Mobile Server Laptops - Europe	Annex A	Each	12				EDC + 12 weeks	CSSC Brunssum, NL	
	Total CLIN 4						0.00			
5	Integrated Product Support (IPS)									NSP = Not separately priced
5.1	Documentation		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.2	Transportation		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.3	Warranty		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.4	Packaging		LOT		NSP	NSP	NSP	EDC + 12 weeks		
5.5	Inventory		LOT		NSP	NSP	NSP	EDC + 12 weeks		
	Total CLIN 5						0.00			

For multiple currencies, duplicate the "Firm Fixed Price" column for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price
Declare Currency =>		
Grand Total Firm Fixed Price - Base Contract		
Grand Total Firm Fixed Price - Base Contract + Evaluated Options		
CLIN 1	Workstations	
CLIN 2	Printers	
CLIN 3	Laptops	
CLIN 4	Mobile server Laptops	
CLIN 5	IPS	
Total Firm Fixed Price Base Contract		

For multiple currencies, duplicate the "firm fixed price" colum for each currency

CLIN Number	CLIN DESCRIPTION	Firm Fixed Price	Firm Fixed Price	Firm Fixed Price
Currency		Euro (EUR)	US Dollar (USD)	UK Pound sterling (GBP)
CLIN 1	Insert Base Contract CLIN Description here			
CLIN 2	Insert Base Contract CLIN Description here			
CLIN 3	Insert Base Contract CLIN Description here			
CLIN 4	Insert Base Contract CLIN Description here			
CLIN 5	Insert Base Contract CLIN Description here			
CLIN 6	Insert Base Contract CLIN Description here			
CLIN 7	Insert Base Contract CLIN Description here			
CLIN 8	Insert Base Contract CLIN Description here			

RFQ-CO-115814-NNCCRS

- PROVISION OF -

COTS IT HARDWARE

**TO SUSTAIN, IMPROVE AND EXTEND THE NATO
NUCLEAR, COMMAND, CONTROL AND REPORTING
SYSTEM (NNCCRS).**

BOOK II, PART II

SPECIAL PROVISIONS



TABLE OF CONTENTS

1.	ORDER OF PRECEDENCE	3
2.	SCOPE OF WORK	3
3.	CONTRACT TYPE	3
4.	TERMS OF DELIVERY	3
5.	PRICING	3
6.	APPLICABLE LAW	4
7.	TRAVEL APPROVAL	4
8.	INVOICES AND PAYMENT TERMS	4
9.	WARRANTY AND SUPPORT	5
10.	CONTRACT ADMINISTRATION	6
11.	OBSOLETE EQUIPMENT	7
12.	NCI AGENCY SUPPLIER CODE OF CONDUCT	7
13.	LIQUIDATED DAMAGES	7
14.	FORCE MAJEURE	8
15.	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES	8
16.	NON DISCLOSURE	9
17.	EQUIVALENT PRODUCT	9
	ANNEX A – MILESTONE PAYMENT	11

1. ORDER OF PRECEDENCE

- 1.1. In the event of any inconsistency in language, terms and conditions of the various parts of this Contract, precedence will be given in the following order:
 - 1.1.1. The Contract Signature Page (Basic + any amendment)
 - 1.1.2. Part I – The Schedule of Supplies and Services
 - 1.1.3. Part II – The Contract Special Provisions
 - 1.1.4. Part II – The Contract General Provisions
 - 1.1.5. Part IV – The Statement of Work and its Annexes
 - 1.1.6. The Contractor's proposal (Technical Proposal and Price Quotation) dated XX and any clarification thereto, incorporated herein by reference.

2. SCOPE OF WORK

- 2.1. The purpose of this contract to procure new COTS hardware to sustain, improve and extend the NATO Nuclear, Command, Control and Reporting System (NNCCRS).
- 2.2. In order to fulfil that purpose the Contractor shall deliver in accordance with the contract requirements and against the prices specified in the Contract Schedule of Supplies and Services (SSS), in the manner and at the time and location specified under the Statement of Work (SOW) and SSS.
- 2.3. The specifications of the hardware equipment to be delivered under this contract are laid out under the SSS. The detailed requirements of associated warranty and support are provided under Section 3.8 of the SOW.
- 2.4. The Contractor shall supply equipment to NATO location at CSSC Brunssum upon issuance of Contract in accordance with the terms and conditions described.

3. CONTRACT TYPE

- 3.1. This is a firm fixed price type of contract of hardware equipment and associated support.
- 3.2. The period of performance for the basic contract is EDC + 12 weeks.

4. TERMS OF DELIVERY

- 4.1. Deliverables under this Contract shall adhere to the requirements stipulated in the SOW and SSS.

5. PRICING

- 5.1. Fixed Price: fixed Prices are established for the items specified in Part I - Schedule of Supplies and Services (SSS). The Fixed Prices include all expenses. The Purchaser assumes no liability for cost incurred by the Contractor in excess of the stated Fixed Prices except as provided under other provisions of this Contract.

6. APPLICABLE LAW

- 6.1.** This Contract shall be governed, interpreted and construed in accordance with the laws of the Kingdom of Belgium, with the exclusion of the conflict of law rules. The UN Convention on Contracts for International Sales of Goods shall not apply.

7. TRAVEL APPROVAL

- 7.1.** Performance under this Contract may require travel by Contractor personnel. If travel is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.
- 7.1.1.** Travel Approval Process
- 7.1.2.** Prior approval is required for all travel under this Contract. Travel shall be reviewed and approved/disapproved as follows:
- 7.1.3.** The Contractor shall provide the Project Manager a written request for authorization to travel at least 15 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated allowable costs associated with the travel.
- 7.1.4.** The Project Manager will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor.
- 7.1.5.**

8. INVOICES AND PAYMENT TERMS

- 8.1.** Following Purchaser Acceptance of Goods and Services required under this Contract, the Contractor shall submit invoices at the completion and acceptance of the deliverables as per Clause 12 "Acceptance Procedures".
- 8.2.** No payment shall be made with respect to undelivered supplies; works not performed, documentation not delivered, services not rendered and/or incorrectly submitted invoices.
- 8.3.** No payment shall be made for additional items delivered that are not specified under the contract.
- 8.4.** Evidence of acceptance by the Purchaser shall be attached to all invoices.
- 8.5.** The Contractor shall note that the Purchaser is exempt from customs duties and VAT. The invoice amount shall be exclusive of VAT and exclusive of all Taxes and Duties as per the "Taxes and Duties" Clause of the NCI Agency General Provisions.
- 8.6.** Invoices shall be properly supported with any necessary reports, certificates, statements, receipts, written evidence of acceptance by the Purchaser and any other required documentation in accordance with the terms of the contract.
- 8.7.** The Invoice shall contain the following certificate:

"I certify that the above invoice is true and correct, that the delivery of the above described items has been duly effected and/or that the above mentioned services have been rendered and the payment therefore has not been received".

The certificate shall be signed by a duly authorized company official on the designated original.

- 8.8. Invoices referencing "CO-115814-NNCCRS and Purchase Order No" shall be submitted to: accountspayable@ncia.nato.int.
- 8.9. No paper invoices shall be accepted.
- 8.10. NCI Agency will make payment within 45 days of receipt by NCIA Agency of a properly prepared and documented invoice.

9. WARRANTY AND SUPPORT

- 9.1. The Contractor shall provide warranty and support on all material provided under this Contract and in accordance with the Annex A of the SOW.
- 9.2. The warranty period for all equipment shall be a minimum of 1 year from the date of acceptance where no further period is specified.
- 9.3. Should any period of warranty or conditions of the warranty provided by either the original Equipment Manufacturer (OEM) or the (Sub)Contractor exceed those required by the Contract, then these periods or conditions may be incorporated in the Contract at the sole discretion of the Purchaser.
- 9.4. Contractor warrants that all equipment or service delivered under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract.
- 9.5. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect in the Services.
- 9.6. The NATO CI Agency Contracting Officer shall notify the Contractor, in writing, of the discovery of any failure or defect in the Services, within 30 days of delivery of the Services.
- 9.7. If the Contractor fails to remedy any failure or defect within a reasonable time after receipt of notice, the Purchaser may terminate the Contract for default and receive a refund of fees paid to the Contractor for the nonconforming Services.
- 9.8. Unless a defect is caused by the negligence of the Contractor or its subcontractor, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Purchaser nor for the repair of any damage that results from any defect in Purchaser-furnished material or design.
- 9.9. This warranty shall not limit the Purchaser's rights under the Inspection of

Services clause of this Purchaser Order.

- 9.10.** Except as stated herein, and to the maximum extent permitted by applicable law, with regard to the Services or other matters arising hereunder, the Contractor makes no other express warranties, written or oral and disclaims all implied warranties.

10. CONTRACT ADMINISTRATION

- 10.1.** All notices and communications between the Contractor and the Purchaser shall be written and conducted in the English language. Contract modifications shall only be valid when received in writing from the General Manager, NCI Agency and/or the NCI agency Contracting Authority.
- 10.2.** Formal letters and communications shall be subsequently be sent by e-mail to the official points of contact quoted in this Contract. Physical copies may be delivered through the following formal communication means; personal delivery sent by mail/registered mail/courier/or other delivery service.
- 10.3.** Informal notices and communications may be exchanged by all communication means, including telephone and e-mail. All informal communication must be confirmed by a formal letter or other formal communication to be contractually binding.
- 10.4.** All notices and communications shall be effective upon receipt.
- 10.5.** Official points of contact

PURCHASER

Contractual issues:

NATO CI Agency
Acquisition Directorate
Boulevard Léopold III
B-1110 Brussels
Belgium

POC: Sumiko Duncan

E-mail: Sumiko.Duncan@ncia.nato.int

Technical issues:

NATO Communications and Information Agency
Command & Control Centre
Oude Waalsdorperweg 61
2597 AK The Hague
Netherlands

POC: Thomas Panagis

E-mail: Thomas.Panagis@ncia.nato.int

CONTRACTOR

Contractual issues:

To be added at Contract award

Technical issues:

To be added at Contract award

11. OBSOLETE EQUIPMENT

- 11.1.1. Should the proposed hardware become technologically obsolete or unavailable because it is no longer in production, the items shall be replaced by another equivalent model at no additional cost to the Purchaser. .
- 11.1.2. The Contractor shall notify the Purchaser 12.1.5(a) if this happens and propose an equivalent item. The replacement is not authorised until written approval from the Purchaser.

12. NCI AGENCY SUPPLIER CODE OF CONDUCT

- 12.1. The NCI Agency has a Supplier Code of Conduct located at <https://www.ncia.nato.int/business/do-business-with-us/code-of-conduct.html> and it constitutes part of this contract.
- 12.2. This Supplier Code of Conduct sets standards and practices for suppliers and their subcontractors to adhere to when doing business with the NCI agency in the areas of labour rights, human rights, data protection, ethical conduct and environment. It contains fundamental, basic principles that any supplier based in a NATO country should already be operating in compliance with.
- 12.3. In the event of any inconsistency in language, terms or conditions with the Contract General Provisions, the Contract General Provisions take precedence.

13. LIQUIDATED DAMAGES

- 13.1. If the Contractor fails to:
 - 13.1.1. Successfully meet the required performance dates as defined in the Schedule of Supplies and Services, or any extension thereof, or;
 - 13.1.2. Deliver and obtain acceptance of the deliverables or to acceptably perform the Services as specified in the Schedule of Supplies and Services, Statement of Work and applicable Task Orders.
- 13.2. The actual damage to the Purchaser for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to the Purchaser, for each day of delinquency in achieving the Requirements, fixed and agreed Liquidated Damages of 0.1% (one tenth of one per cent) per day of the total payment amount for each Payment Event as scheduled in the "Invoices and Payment Terms" Clause of these Contract Special Provisions.
- 13.3. The Contractor shall not be charged with Liquidated Damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor. In such event, subject to the provisions of the "Disputes" and "Arbitration" Clauses of the NCI Agency General Provisions, the Purchaser shall ascertain the facts and extent of the delay and shall extend the time for Performance of the Contract when in its judgement the findings of fact justify an extension.
- 13.4. In addition, the Purchaser may terminate this Contract in whole or in part as provided in the "Termination for Default" Clause of the NCI Agency General

Provisions. Damages accruing of the date of termination, as well as the excess costs stated in the referred Clause.

13.5. The amount of Liquidated Damages due by the Contractor shall be recovered by the Purchaser in the following order of priority:

13.5.1. By deducting such Liquidated Damages from the amounts due to the Contractor against the Contractor's invoices.

13.5.2. By reclaiming such Liquidated Damages through appropriate legal remedies.

13.6. This clause shall be deemed to apply to each Clin.

14. FORCE MAJEURE

14.1. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility or sabotage; act of God; pandemic; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party.

14.2. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed services upon written notice.

14.3. This clause does not excuse the Contractor's obligation to take reasonable steps to follow its normal disaster recovery procedures.

15. NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR MANDATED NATO THIRD PARTY AUDITS BY RESOURCE COMMITTEES

15.1.1. This Article supplements Article 28 Right of Access, Examination of Records of the NCI Agency, Part III - General Provisions.

15.1.2. Definitions. As used in this Article:

15.1.3. Resource Committees means committees under the North Atlantic Council (NAC) that are responsible, within the broad policy guidance provided by the Resource Policy and Planning Board (RPPB) on matters of resource allocation, for the implementation of the NATO Security Investment Programme (NSIP) or Budget/Civil budgets.

15.1.4. Mandated Third Party Audits means audits mandated by a resource committee

15.1.5. Third Party Auditor means an independent, external audit body for NATO such as the International Board of Auditors for NATO (IBAN) or an appointed private Contractor (including its experts, technical consultants, subcontractors, and suppliers) providing audit support under a Resource Committee Appointment based on an agreed mandate.

15.1.6. Sensitive information means information of a commercial, financial, technical, proprietary, or privileged nature. The term does not include information that is

lawfully, publicly available without restriction.

15.1.7. The Purchaser may disclose to a mandated third party auditor, for the sole purpose of audit support activities, any information, including sensitive information, received:

15.1.8. Within or in connection with a bid, quotation or offer; or

15.1.9. In the performance of or in connection with a Contract.

15.1.10. 17.7.3. Flowdown. Include the substance of this Article, including this paragraph (c), in all subcontracts, including subcontracts for commercial items

16. NON DISCLOSURE

16.1. The Contractor's performance under this Contract may require access to third party data and information. The Contractor shall exercise the same degree of care for such third party data and information that it undertakes to preserve and protect its own data and information.

16.2. All Contractor and Sub Contractor personnel working at any NATO Organisations/ Commands premises or having access to NATO classified/commercial-in-confidence information must certify and sign the Non-Disclosure Declaration at Annex B hereto and provide it to the NCI Agency Contracting Officer.

16.3. The Contractor and Sub Contractors may be reasonably required to sign subject to their review other non-disclosure agreements or certificates for access to specific information to complete tasks.

16.4. The Contractor shall ensure that its officers, employees, agents and Sub-Contractors shall have been made aware of the requirements of confidentiality and shall not cause or permit the data and/or information to be either totally or partially disclosed to any unauthorised Contractor personnel or third party personnel.

16.5. The Contractor shall be liable for all damages resulting from the non-authorized use of the data and/or information by the Contractor's personnel.

17. EQUIVALENT PRODUCT

17.1.1. The Contractor may propose an item or items other than the brand make and model referenced in the SoW.

17.1.2. All new equipment that fully meets the technical specifications as defined in the SoW will be considered compliant, as long as said equipment

17.1.2.1. is sourced in accordance with the terms and conditions referenced



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Book II, The Contract
Part II, Special Provisions

herein

17.1.2.2. is a new item and not a refurbished model

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Book II, The Contract
Part II, Special Provisions

ANNEX A – MILESTONE PAYMENT

Phase 1				
No	Milestone		Acceptance Criteria	Value
P1M1	Delivery of all equipment as stipulated under CLIN 1-4		Equipment delivered as per the requirements under the SSS and SOW	

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RFQ-CO-115814-NNCCRS

**COTS IT HARDWARE
TO SUSTAIN, IMPROVE AND EXTEND THE
NATO NUCLEAR, COMMAND, CONTROL AND
REPORTING SYSTEM (NNCCRS).**

Serial: 2020/5IS03994-00/08/09

BOOK II - PART IV

STATEMENT OF WORK (SOW)



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RFQ-CO-115814-NNCCRS
Book II Part IV

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Contents

1	Introduction	4
1.1	Purpose	4
1.2	Standards for Interpretation of the SOW	4
1.3	Contractor Tasks	4
2	Statement of Requirements	4
2.1	Technical Requirements	4
2.3	Applicable documents, standards and definitions	4
2.4	General considerations	4
2.5	TEMPEST considerations	5
2.6	Deliverables acceptance	5
2.7	Configuration	5
2.8	Points of Contact	5
3	Integrated Product Support (IPS)	6
3.1	Shipping and Transportation	6
3.2	Preservation and Packaging	6
3.3	Marking of Materials	7
3.4	Customs Form 302	7
3.5	Notice of Shipment	7
3.6	Inventory	8
3.7	Technical documentation	10
3.8	Warranty	10
A.1	Workstations	12
A.2	Printers	12
A.3	Laptops	13
A.4	Mobile Server Laptops	13

1 Introduction

1.1 Purpose

- 1.1.1 This procurement concerns the provision of equipment including ancillaries, documents and software for the support of NNCCRS.
- 1.1.2 The scope of this Contract is limited to the delivery of the required equipment to the NCI Agency, CSSC Brunssum. Installation, imaging or architecture are not in the scope of this project.

1.2 Standards for Interpretation of the SOW

- 1.2.1 Requirements are formulated using the form "shall". Context information supporting the requirements definition is provided using the form "will". "Shall" statements are contractually binding; "Will" statements are non-mandatory, or they imply intent on the part of the Purchaser.
- 1.2.2 The order of the SOW requirements is not intended to specify the order in which they must be carried out unless explicitly stated. The SOW defines all the activities the Contractor's process should cover, i.e. the Contractor's process description and plans should include where and when these occur.
- 1.2.3 With this SOW, the term "including" is never meant to be limiting - the list that follows is always non-exhaustive.

1.3 Contractor Tasks

- 1.3.1 The Contractor shall deliver all hardware and software (i.e. workstation operating system) as specified in Annex A to this SOW and in the Schedule of Supplies and Services (SSS) to the destination and within the time specified therein.
- 1.3.2 The Contractor shall perform all other tasks specified in this Contract.

2 Statement of Requirements

2.1 Technical Requirements

- 2.1.1 The technical requirements of the hardware to be provided under this Contract are described in Annex A to this SOW.

2.2 Applicable documents, standards and definitions

- 2.2.1 This SOW refers to public technical standards and protocols.
- 2.2.2 Tests and criteria for TEMPEST level B are described in the SECAN Doctrine and Information Publication SDIP-27/1 [NATO CONFIDENTIAL], dated December 2009, that the bidders are invited to request through their National Delegations.
- 2.2.3 Applicable INFOSEC directives for CIS and routers are described in the NATO directive AC/322-D/0048-REV2 – "INFOSEC Technical and Implementation Directive for Computer and Local Area Network (LAN) Security" [NATO RESTRICTED], dated 09 Dec 2011, that the bidders are invited to request through their National Delegations.
- 2.2.4 The Router Security Configuration Guide v1.1c, US NSA, dated December 15, 2005 and available on Internet, should be used as a framework for the routers hardening guide in the case it is required (§ A.3.1.1).

2.3 General considerations

- 2.3.1 Together with the equipment all current applicable drivers/application software (available at contract award) shall be supplied. The configurations shall be based on state-of-the-art components currently available. The Requirements stated in Annex A to this SOW are to be considered as minimum requirements.
- 2.3.2 If colours are specified (i.e. for cables), they are part of the requirement and must be enforced in the technical offers.

- 2.3.3 In the cases where specific brands and models are referenced, the brand and model, OR a suitable substitute meeting the same requirements shall be provided.

2.4 TEMPEST considerations

- 2.4.1 All applicable supplied equipment must be fully compliant with the prescribed test limits contained within SDIP-27/1 for Level B Equipment (all paragraphs applicable).
- 2.4.1.1 Applicable items are labelled “*Certified for TEMPEST level B*” in the Schedule of Supplies and Services of this contract and described or referenced in the Statement of Work.
- 2.4.2 The applicable items offered shall be tested for compliance with the applicable standard and the Tempest Zone requirements by a recognised / qualified authority, *i.e.* a person or corporate body certified through a National Security Agency.
- 2.4.3 For each applicable item, the Contractor shall provide a certificate for TEMPEST level B compliance corresponding to the exact manufacturer part number offered.
- 2.4.4 The certificate shall be issued by the contractor's National Security Authority, or by an accredited testing body for TEMPEST level B certification, in which case documentation shall be provided proving that the testing body (the Contractor or a clearly identified subcontractor) has the authority from its National Security Authority to provide this specific TEMPEST level B certification.
- 2.4.5 The NATO IAPC (NATO Information Assurance Product Catalogue) website provides for reference a non-exhaustive list of equipment already certified <https://www.ia.nato.int/NIAPC>.
- 2.4.6 The Purchaser will conduct Equipment Level Testing of the supplied equipment after delivery to ensure compliance with those requirements.

2.5 Deliverables acceptance

- 2.5.1 Hardware acceptance shall take place upon successful inspection, and testing by the Purchaser. This will take place at the CSSC Brunssum. Inspection and testing of the respective delivered equipment shall in no case extend later than 30 days after delivery.
- 2.5.2 Should any item fail the TEMPEST certification test conducted by the Purchaser on receipt of the equipment, it shall be returned to the Contractor for replacement at no cost to the Purchaser.

2.6 Configuration

- 2.6.1 All modular type systems (e.g., Workstations, printers and laptops) shall come assembled. A separate DVD with the OEM operating system (where applicable) and all drivers shall be provided when it is specified in the item description. Additionally, the Contractor shall provide any (current) applicable drivers/application software and installation / configuration software required for integration of these items into a Microsoft network.
- 2.6.2 In the case that modifications are needed on the COTS product (e.g. removal of WIFI/BT module) the supplier must test and confirm the acceptable functionality after the modification. If TEMPEST certification is applicable for modified equipment, then it has to be provided after the modification.

2.7 Points of Contact

- 2.7.1 The Contractor shall designate a Point of Contact having authority for establishing and maintaining contact with the Purchaser, providing administrative oversight, handling contractual and Warranty matters and serving as a liaison between the Purchaser and corporate management.
- 2.7.2 The Purchaser's Contracting Officer will act as the Purchaser's representative and will be the primary interface between the Contractor and Purchaser after the Effective Date of Contract (EDC).

3 Integrated Product Support (IPS)

3.1 Shipping and Transportation

- 3.1.1 All goods covered under the Contract, including items being returned after warranty repair, shall be shipped at the expense of the Contractor to the following address:

NATO Communications and Information Agency

CIS Sustainment Support Centre
Bartosz Zakurzewski
JFC Headquarters Building 204
Rimburgerweg 30
6445 PA Brunssum
The Netherlands

Tel: +31 45 526 2212

Email: Bartosz.Zakurzewski@ncia.nato.int

- 3.1.2 The Purchaser shall not be liable for any storage, damage or any other charges involved in such transportation of supplies prior to the actual acceptance of such supplies at destination.
- 3.1.3 The Purchaser will not accept responsibility and/or ownership of the equipment before acceptance is complete.
- 3.1.4 The NCI Agency Point of Contact (POC) for all shipment instruction and shipment requests is

NATO Communications and Information Agency

Mr Marek Rozynski
Oude Waalsdorperweg 61, 2597 AK Den Haag
Netherlands
Tel: +31 6 20 56 94 04
Email: marek.rozynski@ncia.nato.int

3.2 Preservation and Packaging

- 3.2.1 The Contractor shall, for the purpose of transportation, package, crate or otherwise prepare the various deliverables in accordance with the best commercial practices for the types of deliverables involved, giving due consideration to shipping and other hazards associated with the transportation of consignments overseas.
- 3.2.2 The Contractor shall establish the packing lists in such a way to permit easy identification. These packing lists shall accompany the shipment. Each individual container/box from a consignment shall have a packing list in a weatherproof envelope attached to the outside of each container/box detailing its contents. A second copy of the list is required inside each container/box.
- 3.2.3 The packing list shall include the following information as a minimum:

Serial	Requirement
1	The Shipping Address
2	Package Number
3	Contract Number
4	CLIN Number as per Schedule of Supply and Services
5	Item Description
6	Part Number
7	Serial Number
8	Quantity

9	Weight and Volume details
10	Box number and number of boxes in the consignment
11	Name and address of the Contractor, Purchaser and Consignor

3.3 Marking of Materials

- 3.3.1 In addition to original manufacturers' identification marking, all major hardware items shall be marked with the NCI Agency contract number to ensure easy identification for warranty purposes. The Contractor shall ensure that these items are clearly marked, with a label to be as permanent as the normal life expectancy of the equipment. The labels shall be affixed on the equipment in a clearly visible position, preferably on the front of each item, with characters of a suitable size as to be clearly visible. The text on the label should be in the format "NATO PROPERTY / NCI AGENCY CONTRACT NO. CO-115814-NNCCRS".

3.4 Customs Form 302

- 3.4.1 For the duty free import/export of supplies between EU and Non-EU countries a customs form 302 is required. When a 302 is required, the Contractor shall be responsible for the timely request of these Forms.

- 3.4.2 The written request for a 302 form shall contain the following information:

Serial	Requirement
1	Purchaser Contract Number
2	Contract Line Item Number (CLIN), designation and quantities
3	Destination
4	Number and gross weight
5	Consignor's and Consignee's name and address.
6	Method of shipment, <i>i.e.</i> road, air, sea, etc
7	Name and address of the freight forwarder
8	POC to receive the Form 302

- 3.4.3 The Contractor is to ensure that forwarding agents are informed of the availability of Form 302 and how this form is utilised to avoid the payment of Customs Duties. Form 302 must be added to the shipment documents to be provided to the carrier.
- 3.4.4 Following receipt of the request by the Purchaser, normally fifteen (15) working days are required for the issue of the form.
- 3.4.5 These forms shall be originals and must be mailed or delivered by mail/express courier.
- 3.4.6 If an express courier has to be used by the Purchaser to ensure that the form is available on time before shipment, all associated costs shall be reimbursed by the Contractor.
- 3.4.7 If a Country refuses to accept the Form 302 and requires the payment of custom duties, the Contractor shall immediately inform the Purchaser by the fastest means available and obtain from the Custom Officer a written statement establishing that its country refuses to accept the Custom Form 302.
- 3.4.8 Only after having received Purchaser's approval, the Contractor shall pay these customs duties and shall claim reimbursement from the Purchaser.
- 3.4.9 The carrier shall be fully conversant with the application and use of Custom Form 302.
- 3.4.10 The Contractor shall add the Custom Form 302 to the shipping documentation.
- 3.4.11 It shall be noted that documents have to be originals which need to be available for the goods to cross Customs.

3.5 Notice of Shipment

- 3.5.1 Three (3) days prior to the delivery of any shipment of supplies, the Contractor shall provide Notice of Shipment to the Purchaser's ALS Office and to such other persons as are designated, in accordance with the instruction of the Purchaser. This notice shall be provided electronically and shall include the following information:

Serial	Requirement
1	Purchaser Contract Number

2	Contract line Item Number (CLIN), designation and quantities
3	Items Description, Quantity and Manufacturer Part Number
4	Destination
5	Number of packages/containers, dimensions and gross weight
6	Consignor's and Consignee's name and address
7	Mode of shipment, e.g., road, air sea, etc.
8	Date of shipment
9	Number of the Form 302 used (if required)

3.6 Inventory

3.6.1 The Contractor shall deliver the inventory of deliverables according to the following template:

Field	Description
CLIN	Contract Line Item Number (number -10 digits maximum). Sequence number assigned to a particular line item in a given contract. The combination CLIN-Contract No. shall always be unique.
NSN	NATO Stock Number (number -13 digits). Identifies an item codified by one of the NATO countries' National Codification Bureaus. It shall always be linked to at least one part number with the corresponding manufacturer code. It is recommended that the Contractor system integrator requests codification from the National Codification Bureau of the original manufacturer's country. If NSN is known prior to system delivery it shall be added in this field.
Nomenclature	Short Item Description (text - 35 characters). Should always start with the main item name followed if possible by a technical specificity, followed by the next higher assembly names in hierarchical order, separated by commas (e.g., for a coax connector of a television cable the nomenclature should read: CONNECTOR, COAX, CABLE, TELEVISION).
EQRE (XB/ND)	Code (text - 2 characters). Defines whether an item is repairable (ND) or not (XB) from a technical point of view. The valid codes are listed in the "Codes" worksheet under "EQRE".
True Manufacturer Part Number	True Manufacturer P/N (text - 32 characters). Part Number given to this item by the original manufacturer.
True Manufacturer Code (or complete name and address)	True Manufacturer Code (text - 5 characters). Code of the Company that has manufactured this item. This is an internationally recognized 5-character code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA ¹ . In case the code cannot be obtained, it will be sufficient to enter the complete name and address information of the true manufacturer.
Vendor/ Contractor Code (or complete name and address)	Vendor (Contractor) (text - 5 characters). Company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item. If the vendor company has also designed and integrated the complete system it is also known as Original Equipment Manufacturer (OEM). The company code is an internationally recognized 5-character code which is unique to that company. It corresponds to the "cage code" in the USA. Manufacturer Codes and Cage Codes are obtainable from the national governmental authorities or, if it

¹ <http://www.nspa.nato.int/en/organization/logistics/LogServ/nmcrl.htm>

	already exists, from the "NATO Master Cross-Reference List" (NMCRL) obtainable from NSPA ¹ . In case the code cannot be obtained, it will be sufficient to enter the complete name and address information.
Vendor/ Contractor Part Number	Vendor (Contractor) P/N (text - 32 characters). Part Number given to this item by the company which sells the item or the complete system to which this item belongs. The vendor is the company with which the contract is placed but is not necessarily the true manufacturer of the item.
Quantity ordered	Item Quantity (number - 5 digits). Shows the quantity of this item ordered as individual item in this contract, i.e., if it is not delivered built-in in another unit. In case the item is not ordered as an individual item or as spare unit but is built-in in another assembly, enter "0" (zero) in this field and complete fields: "Part Number of next higher assembly" and "Quantity in next higher assembly". Serialized items shall only have a quantity of 1.
Order Unit	Order Unit (text - 2 characters). Unit under which the item is sold, e.g. each, set, meter, etc... See codes column "Unit".
Serialized Item Tag	Serialized Items Tag (text - 1 character). Add a "Y" if the item carries a serial number independently whether serial numbers is already known or not. If known, complete column "Serial Number".
Serial Number	Serial Number. If Serialized Item Tag is "Y" (yes) then add serial number here. (1 serial number per line). If system is already installed, then the Contractor shall indicate here the serial numbers installed at user site. For items to be delivered to depots the Contractor may not know the serial number in advance, in that case it will be completed by the receiving site.
Serial Number Software Revision Level	Software Revision Level (text - 30 characters but can be expanded as necessary). If item carries a serial number and field "serial number" is completed, add software revision level / version here if appropriate.
Serial Number Hardware Revision Level	Hardware Revision Level (text - 30 characters but can be expanded as necessary). If item carries a serial number and field "serial number" is completed, add hardware revision level / version here if appropriate.
Other Serial Number attributes	Other Serial Number Attributes (text - to be defined). This field will be used and defined on a case by case basis to be decided by the NCIA Service Manager and the Contractor for other attributes which might be required for a particular system.
Subject to Property Accounting	NDSS-MRCS (text - 1 character). NCIA will decide whether or not item is subject to property accounting and is to appear on the customer balance lists. This field will be completed Y or N by NCIA.
Currency	Currency (text - 3 characters). International 3-digit code (ISO) representing the currency in which the item purchase price (or the estimated value) is expressed.
Price	Item Price (number - 11 digits). Unit price with 2 decimals.
Warranty Expiration Date	Warranty Expiration Date (date: DD/MM/YY). Shows the date on which the warranty of this item expires, which is usually N days after delivery of the item. If delivery is scheduled for a certain date, warranty expiration date = delivery date + warranty period in days.
Receiving / Inspection Depot	Receiving / Inspection Depot (text - 2 characters). Information will be provided to Contractor by NCIA. This is the depot to where the vendor ships the material. Normally this depot will

	receive, inspect and put the material in stock against Dues-In to be created in accordance with Qty in column "Qty Ordered". In case of a deviation from this rule, NCIA will advise the Contractor of the correct final Depot and through which depot the items shall have to transit.
Issue to customer	Customer Code (text - 4 characters - to be completed by NCIA). Code representing the customer to which the item(s) shall be shipped by the receiving/ inspecting depot.
Extended Line Item Description	Extended Line Item Description (text - no limit). Any additional information concerning this item shall be entered here (e.g., technical specifications, configuration, reference to technical drawings or manuals, etc.).
Part Number of next higher assembly	Part-Number of Next Higher Assembly (text - 32 characters). If item is built-in another assembly, indicate part number of that assembly here.
Quantity in next higher assembly	Quantity in Next Higher Assembly (number - 3 digits max). This field shows the built-in quantity of the item in the next higher assembly. This information shall be provided for configuration control purposes.
Quantity installed at Operating Unit (Customer Site)	Quantity installed. This field is only applicable when the delivery is direct to an operating unit (customer site). However in that case it is mandatory. For non-serialized items it shows total quantity installed. For serialized items quantity shall only be one per serial number. Use a new line for each serial number.

3.6.2 The Contractor shall provide the Inventory NLT than two (2) weeks prior to the completion of the CLIN delivery according to the Contract Schedule of supplies and Services (SSS).

3.6.3 The Purchaser shall provide the Contractor with an Excel spreadsheet template for this purpose.

3.7 Technical documentation

3.7.1 Each deliverable shall be accompanied with its OEM documentation.

3.7.2 All documentation shall be in the English language.

3.8 Warranty

3.8.1 Hardware Warranty: the Contractor warrants its equipment against defects in workmanship or materials for a minimum of one (1) year from the acceptance by NATO, unless the OEM warranty exceeds this period.

3.8.1.1 Items specified in Annex A § A.1 – A.4 will be shipped to the contractor for repair/replacement at the expense of the Purchaser. The Contractor shall carry out the repair / replacement and bear the cost of return carriage to the Purchaser. These replacement items have to be received back at the originating site within 10 working days.

3.8.1.2 Due to the inability to downgrade the security classification of the storage devices, these components will be removed and retained by the Purchaser prior to shipment of a hardware unit to the Contractor. Similarly, if the fault can be isolated by the Purchaser of one of these components, the Contractor shall replace those components at no cost for the purchaser within the timeframes specified below, following a certification by the Purchaser that they are inoperable (i.e., without return of the original).

3.8.2 Software Warranty: The Contractor warrants that in the case of licensed Software, it shall substantially conform to its user's manual, as it exists at the date of EDC, for the length of the standard software warranty agreement from the manufacturer or ninety (90) days from the date of shipment, whichever is longer. Maintenance upgrades and patches shall be provided at no cost during the warranty period.

- 3.8.3 Communication Contractor – Purchaser: The Contractor shall ensure that the Purchaser is kept fully aware of all exchange / replacement actions with its appropriate data as well as shipping details.

ANNEX A: TECHNICAL SPECIFICATIONS

All equipment as specified herein shall be **new** equipment. Contractor's that propose refurbished equipment will be considered non-compliant to the requirements.

A.1 Workstations

A.1.1 Workstations, DELL Optiplex 7000, or DELL 3660, or equivalent, having

- Certified for TEMPEST level B
- SFP Fiber-optic port
- Intel i7 or higher, quad-core
- 16 GB RAM
- 2 SSD 1TB each in RAID 1 (Mirroring), removable in the front side of the workstation with disk trays (example: Hard disk tray Icy Dock MB994IKO-3SB)
- slim cd/dvd drive
- CARD, NETWORK, 1 PORT, 1GBPS, FIBER, LC, MM, PCI-E, ROHS AT-2911SX-LC-901
- QWERTY Keyboard cabled
- Mouse cabled
- NO WIFI module
- NO Bluetooth module
- 24inch monitor

A.1.2 Power for Workstation A.1.1- Europe

- 100-240V AC, 50-60 Hz, dual voltage, with standard European power connector
- AC Power Cord (Europe) at least 1.5M

A.1.3 Power for Workstation A.1.1- US

- 100-240V AC, 50-60 Hz, dual voltage, with standard US power connector
- AC Power Cord (US) at least 1.5M

A.1.4 Power for Workstation A.1.1- UK

- 100-240V AC, 50-60 Hz, dual voltage, with standard UK power connector
- AC Power Cord (UK) at least 1.5M

A.2 Printers

A.2.1 Laser Colour printer, HP MFP 282NW, or HP MFP 283FDW or equivalent, having:

- Certified for TEMPEST level B
- Printing and scanning A4 capability
- SFF size (for desktop use)
- Fiber optics LC or Ethernet connection
- NO WIFI module
- NO Bluetooth module

A.2.2 Power for Printer A.2.1- Europe

- 100-240V AC, 50-60 Hz, dual voltage, with standard European power connector
- AC Power Cord (Europe), at least 1.5M

A.2.3 Power for Printer A.2.1- United States

- 100-240V AC, 50-60 Hz, dual voltage, with standard US power connector
- AC Power Cord (Europe), at least 1.5M

A.2.4 Power for Printer A.2.1- United Kingdom

- 100-240V AC, 50-60 Hz, dual voltage, with standard UK power connector
- AC Power Cord (Europe), at least 1.5M

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A.3 Laptops**A.3.1 15.6" Laptop, HP 15 BS038DX, or DELL Latitude 5530, or equivalent, having:**

- Ethernet connection
- Intel i7 or higher, quad-core
- 16 GB DDR4 RAM
- NO WiFi module
- NO Bluetooth module
- NO Camera
- QWERTY Keyboard

A.3.2 Power for Laptop A.3.1- Europe

- 100-240V AC, 50-60 Hz, dual voltage, with standard European power connector
- AC Power Cord (Europe), 1.5M

A.4 Mobile Server Laptops**A.4.1 17" Laptop, HP Zbook Fury 17 G8, or equivalent, having:**

- Intel® Xeon® W-11855M Processor with vPro™ (3.20 GHz, up to 4.90 GHz with Turbo Boost, 6 Cores, 12 Threads, 18 MB Cache)
- NO Microsoft-productivity software
- 128 GB (32x4) DDR4, 3200 MHz SODIMM
- 1 TB SSD-station M.2 2280, PCIe-NVMe, OPAL2.0, TLC
- 17,3-inch UHD (3840 x 2160), IPS, de-mirrored, 500 nits, no touchscreen
- NVIDIA Quadro RTX 3000, 6 GB GDDR6, 192
- Factory Color Calibration
- NO WiFi module
- NO Bluetooth module
- NO WWAN
- NO WAN
- NO Integrated Mobile Broadband
- NO Camera
- QWERTY keyboard
- Battery Internal 6 cell li-polymer battery, 94 Wh
- Flat adaptor 230 W (3 pins) – EU

A.4.2 Power for Server Laptop A.4.1- Europe

- 100-240V AC, 50-60 Hz, dual voltage, with standard European power connector
- AC Power Cord (Europe), at least 1.5M